

Cuyahoga Metropolitan Housing Authority

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

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Section One

Statement of Program Objectives and ACOP Exceptions

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Section 1: Statement of Program Objectives and ACOP Exceptions

§1.01 Program Objectives

The *Cuyahoga Metropolitan Housing Authority* (CMHA) will administer its Federally funded low income public housing program in a manner that will promote the following objectives of national and/or local housing policy:

- A. To increase the Cuyahoga County's supply of decent housing that is affordable to low and moderate income families, and is also accessible to employment;
- B. To improve housing opportunities for low-income residents of Cuyahoga County, particularly members of disadvantaged minorities, on an equal basis;
- C. To make neighborhoods safe and livable;
- D. To provide housing opportunities that will reduce homelessness;
- E. To empower residents and reduce generational poverty in federally assisted and public housing by developing and implementing strategies to enable families to become self-sufficient and economically empowered;
- F. To encourage people with a broad range of family incomes to move into developments, or to CMHA's developments as a whole.
- G. To operate a socially and financially sound public housing agency that provides drug-free, smoke free, safe, and sanitary housing with a suitable living environment for residents and their families.
- H. To lawfully deny the admission of applicants, or the continued occupancy of residents, whose habits or practices may be expected to adversely affect the health, safety, comfort, or welfare of other residents or the physical environment of the neighborhood, or to create a danger to CMHA.
- I. To facilitate the judicious management of CMHA public housing inventory, as well as the efficient management of CMHA staff.
- J. To ensure compliance with Title VI of the Civil Rights Act of 1964 and all other applicable federal laws and regulations so that admission and continued occupancy are conducted without regard to race, color, religion, creed, sex, national origin, disability, familial status, gender identity, or sexual orientation.

§1.02 Statement of Non-Discrimination

CMHA will:

- A. Carry out its housing and housing related activities in a manner consistent with the requirements of all applicable federal, state and/or local laws prohibiting *discrimination in the provision of housing* in its federal low-rent, non-aided and family self-sufficiency programs.
- B. Not discriminate because of race, color, national origin, sex, religion, familial status, disability, gender identity, or sexual orientation in the leasing, rental, occupancy, use, or other disposition of housing or related facilities, including land that is part of a development under CMHA's jurisdiction covered by a public housing Annual Contributions Contract (ACC) with HUD.
- C. Ensure adherence with the applicable provisions of various nondiscrimination laws including:
 - 1. *Title VI of the Civil Rights Act of 1964* {24 CFR Part 1};
 - 2. *The Fair Housing Act* – 42 U.S.C. 3601 (also known as Title VIII of the Civil Rights Act) {24 CFR Part 100, et seq.};
 - 3. *Section 504 of the Rehabilitation Act of 1973* {24 CFR Part 8};
 - 4. *Age Discrimination Act of 1975* {24 CFR Part 146};
 - 5. *Executive Order 11063, which requires nondiscrimination and equal opportunity*;
 - 6. Obligation to affirmatively further *The Fair Housing Act* {24 CFR 960.103 (b), and 24 CFR 903.7 (o)}
 - 7. Improving access to services for persons with Limited English Proficiency (LEP);
 - 8. Title II of the *American with Disabilities Act (ADA) of 1990* {24 CFR Part 35};
 - 9. *Violence Against Women Act of 1994 (VAWA) and 2013 reauthorization; and*;
 - 10. Any applicable State laws or local ordinances.
- D. Comply with Voluntary Compliance Agreement (VCA):

In March 2007, the U.S. Department of Housing and Urban Development (HUD), Office of Fair Housing and Equal Opportunity, conducted a review of CMHA's compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act (ADA). HUD's compliance review focused primarily on CMHA's Low Income Public Housing (LIPH) Program. The review included an examination of CMHA's LIPH

application and resident files, waiting lists, reasonable accommodation requests, transfer requests, and maintenance records, as well as an accessibility review of the Administrative Office and Applications Office. HUD also reviewed a sample of eight public housing developments and conducted physical surveys of 31 dwelling units, including the designated accessible routes and access to common areas. HUD also conducted interviews with CMHA senior management staff, development managers, and residents.

Based on their review, HUD determined that CMHA was not in compliance with Section 504 or the (ADA). HUD issued a Letter of Findings of Noncompliance on September 28, 2007 specifying the areas of non-compliance noted by HUD in their review. CMHA voluntarily chose not to appeal or seek a review of HUD's findings, as was its right to do.

CMHA and HUD then participated in multiple collaborative good faith negotiation sessions that resulted in a seven (7) year Voluntary Compliance Agreement (VCA). The VCA will ultimately provide residents of Cleveland with disabilities with additional opportunities to access affordable housing and make five percent (5%) of its public housing units fully accessible for residents and applicants with disabilities.

Under the agreement, CMHA will:

1. Create a minimum of five percent (5%) of its housing stock into fully-accessible units that will include lower kitchen counters, ramps, grab bars, and other features of accessible design;
2. Make improvements in the management of their housing wait list to maximize the availability of accessible units for individuals with disabilities and their families;
3. Ensure that applicants and residents with disabilities who rely on assistance animals have equal, unrestricted access to CMHA's programs; and
4. Train current and new employees about the responsibilities and procedures created under this agreement.

In addition, CMHA agrees, as part of its overall efforts to provide affordable, accessible housing to persons with disabilities in its serving communities, to become an active coordinating agency in the Money Follows the Person Rebalancing Initiative (the MFP Initiative) funded through the Centers for Medicare and Medicaid Services (CMS). The goal of the MFP Initiative is to expand accessible, affordable and integrated housing options for persons with disabilities and seniors to promote the transition of these individuals out of institutional settings and into home and community-based settings.

§1.03 Applicability of Non-Discrimination Requirements

- A. CMHA will incorporate applicable federal, state, and local laws on non-discrimination in housing and related services in its operations and programs. Civil rights related

requirements will influence the development of policy and procedures in all areas, including selection and admission, waiting lists, unit assignment, re-examinations and terminations, providing of housing services, and record keeping and maintenance.

- B. As a federally funded organization, and in its capacity as a housing provider, CMHA will promote equal opportunity for program recipients, as well as current or future employees of the Agency.
- C. CMHA shall not, on account of race, color, sex, sexual orientation, gender identity, religion, creed, national or ethnic origin, age, familial status, or disability:
 - 1. Deny anyone the opportunity to apply to rent or purchase housing, or deny to any qualified applicant the opportunity to lease or purchase housing suitable to his or her needs;
 - 2. Provide anyone housing that is different from that which CMHA customarily furnishes to its Residents;
 - 3. Subject anyone to segregation or disparate treatment;
 - 4. Restrict anyone's access to any benefit enjoyed by others in connection with the housing program;
 - 5. Treat anyone differently in determining eligibility or other requirements for admission, including the terms and conditions of a lease;
 - 6. Deny a person access to the same level of services;
 - 7. Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program;
 - 8. Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons who are members of a protected class;
 - 9. Discriminate against someone because they are related to or associated with a member of a protected class.
- D. CMHA will not automatically deny admission to a particular group or category of otherwise qualified applicants (e.g., families with children born to unmarried parents, elderly families with children or pets). Exclusions and prohibitions regarding pets in public housing will conform to the most recently adopted pet policy of CMHA.

§1.04 Compliance with Disability Related Civil Rights Requirements under Section 504 of the Rehabilitation Act and the Fair Housing Act and other applicable state and local laws.

- A. It is the policy of CMHA to operate its programs in a manner that ensures that they are readily accessible to and useable by persons with disabilities. This requirement applies not only to ensuring that CMHA's facilities are barrier free so that persons with mobility impairments can actually use the facilities, but also means that CMHA is prepared to effectively communicate with persons who have visual, speaking, and hearing impairments. Additionally, CMHA will modify policies, rules, and procedures in order to accommodate persons with disabilities so that such individuals can make effective use of the housing program except where such changes would constitute a fundamental alteration of the program or pose a substantial administrative and financial burden.
- B. CMHA will ask all applicants if they require any type of accommodations in the application or admission process. CMHA will ensure that its application and admissions process is accessible and understandable by applicants with disabilities.
- C. For purposes of this part, *reasonable accommodation* is defined as a change, modification, alteration, or adaptation in policy, procedure, practice, program, facility, or unit that provides a person with a disability the opportunity to participate in, or benefit from, a program (Housing or Non-Housing) service or activity.

§1.05 Person with a Disability under Federal Civil Rights Laws

- A. The Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act and their implementing regulations, define an individual or person with a disability. Section 504's definition of disability is found at 24 CFR § 8.3, the Fair Housing Act definition is at 24 CFR § 100.201, and the ADA definition is found at 28 CFR § 35.104. A person with a disability is any person who:
 - 1. Has a physical or mental impairment that substantially limits one or more major life activities;
 - 2. Has a record of such an impairment; or
 - 3. Is regarded as having such impairment.
- B. The definition of a person with disabilities does not include:
 - 1. Current alcohol and/or drug abusers whose use of alcohol or drugs prevents him/her from participating in the housing or non-housing program; and
 - 2. Current alcohol and/or drug abusers whose participation, by reason of such alcohol and/or drug abuse, would constitute a direct threat to the property or the safety of others.

C. As used in this definition the phrase “physical or mental impairment” includes:

1. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; muscular-skeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or
2. Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term “physical or mental impairment” includes, but is not limited to: such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

D. “Major life activities” mean functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

E. “Has a record of such an impairment” means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

F. “Is regarded as having an impairment” is defined as having a physical or mental impairment that does not substantially limit one or more major life activities but is treated by a recipient as constituting such a limitation; having none of the impairments defined in this section but is treated by a recipient as having such an impairment; or having a physical or mental impairment that substantially limits one or more major life activities, only as a result of the attitudes of others toward that impairment.

G. The above definition of disability determines whether an applicant or resident is entitled to any of the protections of federal disability civil rights laws. Thus, a person who does not meet this definition of disability is not entitled to a reasonable accommodation under Section 504 and the Fair Housing Act.

H. This definition of disability, relevant to reasonable accommodation, is not the operative definition of disability for determining eligibility for Public Housing Programs that serve persons with disabilities such as mixed population housing, vouchers targeted for persons with disabilities, and eligibility for preferences or medical deductions related to having a disability.

§ 1.06 Civil Rights Requirements Related to Verification/Inquiries About Disability (24 CFR § 100.202)

- A. Under the Fair Housing Act, it is unlawful for CMHA to:
1. Ask if an applicant for a dwelling has a disability or if a person intending to reside in a dwelling or anyone associated with an applicant or resident has a disability, or
 2. Ask about the nature or severity of a disability of such persons.
- B. CMHA may make the following inquiries, provided these inquiries are made of all applicants, regardless of whether the applicant appears to have a disability or says he or she has a disability:
1. An inquiry into an applicant's ability to meet the requirements of tenancy;
 2. An inquiry to determine if an applicant is a current illegal drug abuser;
 3. An inquiry to determine if an applicant qualifies for a dwelling legally available only to persons with a disability or to persons with a particular type of disability. CMHA may inquire whether an applicant has a disability for determining if that person is eligible to live in mixed population (elderly/disabled) housing or housing designated for persons with disabilities;
 4. An inquiry to determine whether an applicant has been convicted of the illegal manufacture or distribution of a controlled substance; or
 5. An inquiry to determine if an applicant qualifies for housing that is legally available on a priority basis to persons with disabilities or to persons with a particular disability. This means that CMHA may ask applicants if they need units with accessible features.
- C. CMHA is required to verify that an applicant qualifies as a person with a disability before permitting them to move to housing designated for persons with disabilities, or granting the \$400 rent calculation deduction, disability expense allowance, or deduction for unreimbursed medical expenses.
- D. Applicants and residents cannot be compelled to reveal the fact that they have a disability; however, if they do not, they may not necessarily receive any of the benefits that such status confers. The wisest course is to ask all applicants whether they wish to claim disability status or need any special unit features or methods of communication for persons with disabilities.
- E. To verify that an applicant is a person with a disability, appropriate CMHA staff can first check to see whether the applicant is under age 62 and receives either Social Security or SSI disability income. Receipt of such income is all the verification needed that an

individual qualifies as a person with a disability. On the other hand, some applicants will be persons with disabilities even though they do not have such income.

- F. CMHA staff will use a verification form to document that an applicant or resident meets the HUD eligibility definition of a person with a disability. The form should be sent to a qualified professional who has knowledge of the person's disability (not necessarily a physician) and who can verify the applicant's status.
- G. CMHA may also need to verify whether the requested accommodation is necessary to provide the individual with equal opportunity to use or enjoy a dwelling unit, including the public and common areas. In doing so, PHAs should only ask for information that is actually necessary to verify this information.
- H. CMHA is not permitted to inquire about the nature or extent of the person's disability, nor is it necessary or permitted for CMHA staff to ask about anyone's diagnosis or details of treatment. If a verification source sends such information it should not be placed in the file; it should be disposed of in a secure manner, such as by shredding. Under no circumstances should CMHA request an applicant or resident's medical records nor should CMHA require that applicants or residents submit to physical examinations or medical tests such as TB testing or AIDS testing as a condition of occupancy.
- I. It is a violation of Section 504 and the Fair Housing Act for a public housing authority to inquire whether an applicant or tenant is capable of "living independently." Courts have consistently held that this is not a legitimate inquiry to make of applicants or tenants in HUD-assisted housing and PHAs should ensure that their screening materials do not include questions related to such an inquiry.

§1.07 Additional Outreach for Persons with Disabilities

CMHA will periodically promote outreach efforts to area organizations representing the interests of persons with disabilities.

§1.08 Application-Taking for Persons with Disabilities

- A. Applications are accepted on-line 24 hours/day, 7 days/week.
- B. CMHA will continually accept applications from families where the head/spouse is disabled or elderly even when application taking is closed to the general public.
- C. If an applicant is physically unable to come to the main office due to mobility impairment, a home visit or equivalent will be arranged upon request.
- D. If an applicant is hearing impaired, the agency will arrange for a signer to assist in the interview process.

§1.09 Assistance to Families Who Allege Discrimination

If an applicant or tenant family feels they have been denied housing or housing related services for discriminatory purposes, CMHA will assist the family by referring them to the Fair Housing and Equal Opportunity Division of the U.S. Department of Housing and Urban Development.

§1.10 Families who Require Assistance From Staff in Completing and/or Reading Documents

Management staff will assist applicants/tenants or participants who request such assistance, in reading, completing all documents required for verification or re-certification procedures, including but not limited to applications, INS forms, Income Verification forms, etc. This assistance will be provided in the presence of another person as chosen by either party, and as long as it does not delay the process. If a client cannot sign, an “X” or other approvable mark will be witnessed by another person.

§1.11 Fraud

Applicants and residents will certify that all statements made to CMHA are true and complete to the best of their knowledge. Deliberate misrepresentation of circumstances will result in the termination of the CMHA dwelling lease or removal from the CMHA waiting list for placement. Title 18, Section 1001 of the U.S. Code, states that a person who knowingly and willingly makes false or fraudulent statements to any Department or Agency of the United States, including the Department of Housing and Urban Development (HUD) is guilty of a felony.

§1.12 Verification Policy and Procedures for Evaluating Factors of Eligibility, Interim and Annual Reexaminations of family circumstances

Income and asset information required to determine eligibility for admission and continued occupancy, and determination of unit assignment and rent must be verified by the agency. All written inquiries will include a statement of the purpose of the inquiry and a statement signed by the applicant to permit the source to release the requested information.

§1.13 Exceptions for HOPE VI, Tax Credit, and HOME Funded Properties

A. Under Private Management

In conjunction with various development teams, CMHA has developed some replacement public housing units under the HOPE VI program that will be managed privately by non-CMHA entities. Since these units are part of mixed income developments that also include some Low Income Housing Tax Credit (LIHTC) units, they will operate under separate lease agreements. Although these lease agreements incorporate by reference

most of the public housing lease provisions, there are a few areas that vary from the CMHA dwelling lease and ACOP, as follows:

1. East Side Neighborhood Homes (96 public housing units)

- a. Full-time students are not eligible for admission under LIHTC rules unless they meet one of the exceptions set forth in the definition (see glossary).
- b. Income limit for new admissions is LIHTC limit of 60% of the area median income (CMHA is 80%).
- c. The minimum rent amount is \$50.00 (CMHA is \$25.00).
- d. There will be income tiering as follows: (CMHA has none)
 - i. 48 (50%) of the total units are reserved for households who have incomes 35% or less of the area median income;
 - ii. 24 (25%) of the total units are reserved for households who earn between 35% and 60% of the area median income; and
 - iii. 24 (25%) of the total units are reserved for households who earn between 0% and 60%;
 - iv. However, no fewer than 40% of the units shall be leased to individuals with income less than 50% of the area median gross income.
- e. The only preference category will be for Veterans, in accordance with Ohio law (CMHA has ten preference categories)
- f. Under screening criteria, convictions for felonies and drug-related activities shall cause the applicant to be barred from admission for five years.
- g. Flat rents will be calculated differently to accommodate state maximum rents set for LIHTC units.
- h. Residents that select the flat rent option will have to be recertified annually for income under LIHTC rules (CMHA is every three years for income).
- i. Rent payments will be considered delinquent after five days (CMHA is ten days)
- j. Rent payment late fees are 10% of the monthly rent or \$25 whichever is higher (CMHA is \$10).
- k. Notification period for entering a unit is 24 hours (CMHA is 48 hours).

1. Individual self-sufficiency plan may be required as condition of occupancy.
2. West Side Homes (52 units/38 public housing)
 - a. Full-time students are not eligible for admission under LIHTC rules unless they meet one of the exceptions set forth in the definition (see glossary).
 - b. Income limit for new admissions is 50% of the area median income (CMHA is 80%).
 - c. The minimum rent amount is \$50.00 (CMHA is \$25.00).
 - d. There will be income tiering as follows: (CMHA has none)
 - i. 13 of the units must be occupied by individuals with income less than or equal to 30% of area median gross income;
 - ii. 25 of the units must be occupied by individuals with income greater than 30% but less than or equal to 50% of area median gross income;
 - iii. 11 of the units must be occupied by individuals with income less than or equal to 50% of the area median gross income;
 - iv. 3 of the units must be affordable to individuals with income less than or equal to 60% of the area median gross income.
 - e. The only preference category will be for Veterans, in accordance with Ohio law (CMHA has ten preference categories)
 - f. Under screening criteria, convictions for felonies and drug-related activities shall cause the applicant to be barred from admission for five years.
 - g. Flat rents will be calculated differently to accommodate state maximum rents set for LIHTC units.
 - h. Residents that select the flat rent option will have to be recertified annually for income under LIHTC rules (CMHA is every three years for income).
 - i. Rent payments will be considered delinquent after five days (CMHA is ten days)
 - j. Rent payment late fees are 10% of the monthly rent or \$25 whichever is higher (CMHA is \$10).
 - k. Notification period for entering a unit is 24 hours (CMHA is 48 hours).
 1. Individual self-sufficiency plan may be required as condition of occupancy.

3. Gordon Square (85 units/58 public housing units)

- a. Full-time students are not eligible for admission under LIHTC rules unless they meet one of the exceptions set forth in the definition (see glossary).
- b. Income limit for new admissions is LIHTC limit of 60% of the area median income (CMHA is 80%).
- c. The minimum rent amount is \$50.00 (CMHA is \$25.00).
- d. There will be income tiering as follows: (CMHA has none)
 - i. 38 of the units (all 1BR) must be occupied by households with income less than or equal to 35% of area median income;
 - ii. 26 of the units (20-1BR & 6-2BR) must be occupied by households with income less than or equal to 60% of area median income;
 - iii. 21 of the units (8-0BR, 11-1BR & 2-2BR) must be occupied by households with income less than or equal to 50% of the area median income.
- e. The only preference category will be for Veterans, in accordance with Ohio law (CMHA has ten preference categories)
- f. Under screening criteria, convictions for felonies and drug-related activities shall cause the applicant to be barred from admission for five years.
- g. Flat rents will be calculated differently to accommodate state maximum rents set for LIHTC units.
- h. Residents that select the flat rent option will have to be recertified annually for income under LIHTC rules (CMHA is every three years for income).
- i. Rent payments will be considered delinquent after five days (CMHA is ten days)
- j. Rent payment late fees are 10% of the monthly rent or \$25 whichever is higher (CMHA is \$10).
- k. Notification period for entering a unit is 24 hours (CMHA is 48 hours).
- l. Individual self-sufficiency plan may be required as condition of occupancy.
- m. Initial unit assignment plan for modernized units will be determined by the following priorities:

- i. Prior Gordon Square families that were previously relocated due to modernization at Gordon Square, as long as they are in good standing;
 - ii. Prior Carver Park families that were previously relocated due to the redevelopment of Carver Park, as long as they are in good standing;
 - iii. Families that are on the transfer list for Carver Park, as long as they are in good standing;
 - iv. New applicants from the Waiting List.
- 4. Tremont Pointe (Valleyview) Phase I (102 units/51 public housing units) and Phase II (87 units/44 public housing units):
 - a. Full-time students are not eligible for admission under LIHTC rules unless they meet one of the exceptions set forth in the definition (see glossary).
 - b. Income limit for new admissions is LIHTC limit of 60% of the area median income (CMHA is 80%).
 - c. The minimum rent amount is \$50.00 (CMHA is \$25.00).
 - d. There will be income tiering as follows: (CMHA has none)
 - i. 22 units (12 Phase I + 10 Phase II) will be rented to households with income less than or equal to 20% of area median income;
 - ii. 23 units (12 Phase I + 11 Phase II) will be rented to households with income between 21% and 30% of the area median income;
 - iii. 22 units (12 Phase I + 10 Phase II) will be rented to households with income between 31% and 40% of the area median income; and
 - iv. 28 units (15 Phase I + 13 Phase II) will be rented to households with income between 41% and 60% of the area median income.
 - e. Under screening criteria, convictions for various felony crimes shall cause the applicant to be barred from admission for five years in addition to time on probation, or permanently as follows:
 - i. Manufacturing drugs, distributing drugs, and crimes against a person will be for a five-year period plus time on probation;
 - ii. Drug possession, crimes against property, or concealed weapons possession will be for a five-year period plus time on probation;

- iii. Murder, attempted murder, rape or attempted rape, assault on a law enforcement officer will result in a permanent bar from admission.
- f. Other screening criteria required will be a declaration from the head of household that all family members under 18 years of age have not been convicted of a crime classifying them as an adult.
- g. Flat rents will be calculated differently to accommodate state maximum rents set for LIHTC units.
- h. Residents that select the flat rent option will have to be recertified annually for income under LIHTC rules (CMHA is every three years for income).
- i. Individual self-sufficiency plan may be required as condition of occupancy.
- j. Initial unit assignment plan for modernized units will be determined by the following priorities:
 - i. Prior Valleyview families that were previously relocated due to the redevelopment of Valleyview, as long as they are in good standing;
 - ii. New applicants from the Waiting List.

B. Under CMHA Management

As part of redeveloping properties under the HOPE VI program, CMHA has developed Management Plans that utilize the CMHA dwelling lease but varies from the ACOP as follows:

1. Carver Park (on-site)

- a. To be eligible for admission, an applicant must also accept the following conditions, which will be included as an addendum to their lease. As a condition of occupancy/continued occupancy, the applicant agrees:
 - i. To work with CMHA to develop a self-sufficiency plan and to abide by the terms of his/her personal self-sufficiency plan.
 - ii. If extenuating circumstances prevent them from complying with the terms of their CMHA self-sufficiency plan (such as illness or death in the family), he/she will immediately notify CMHA of those circumstances, CMHA shall revise their plan so as to accommodate those circumstances, and he/she shall comply with revised plan.
 - iii. To relocate to another non-HOPE VI unit in CMHA if (i) upon losing employment for any reason, he/she fails to develop and comply with a new CMHA self-sufficiency plan, or (ii) upon violating his/her CMHA

self-sufficiency plan, he/she fails to cure the violation timely or, where paragraph 2 is applicable, fails to comply with revised CMHA self-sufficiency plan.

- iv. To attend at least two (2) resident-management meetings and two (2) LAC meetings per year.
 - v. To be responsible for maintaining and keeping clean any exterior grounds of his/her dwelling unit that is for the use of their household and is not a common area. Housing Management may specify some of these duties.
 - vi. To attempt to use my resident leadership (LAC/PAC) to assist in the resolution of general resident issues.
- b. Initial unit assignment plan for modernized units, will be determined by the following priorities:
- i. Prior Carver Park families that were previously relocated due to modernization at Carver Park, as long as they are in good standing;
 - ii. Families from other public housing estates that are part of an approved modernization or demolition plan, as long as they are in good standing;
 - iii. Families that are on the transfer list for Carver Park, as long as they are in good standing, in a number not to exceed 20% of the units remaining after satisfying the preceding three categories;
 - iv. New applicants from the Waiting List.
- c. All new residents must participate in an orientation process prior to leasing a unit.

2. Lakeview Terrace (on-site)

- a. To be eligible for admission, an applicant must also accept the following conditions, which will be included as an addendum to their lease. As a condition of occupancy/continued occupancy, the applicant agrees:
 - i. To work with CMHA to develop a self-sufficiency plan and to abide by the terms of his/her personal self-sufficiency plan.
 - ii. If extenuating circumstances prevent them from complying with the terms of their CMHA self-sufficiency plan (such as illness or death in the family), he/she will immediately notify CMHA of those circumstances, CMHA shall revise their plan so as to accommodate those circumstances, and he/she shall comply with revised plan.

- iii. To relocate to another non-HOPE VI unit in CMHA if (i) upon losing employment for any reason, he/she fails to develop and comply with a new CMHA self-sufficiency plan, or (ii) upon violating his/her CMHA self-sufficiency plan, he/she fails to cure the violation timely or, where paragraph 2 is applicable, fails to comply with revised CMHA self-sufficiency plan.
 - iv. To attend at least two (2) resident-management meetings and two (2) LAC meetings per year.
 - v. To be responsible for maintaining and keeping clean any exterior grounds of his/her dwelling unit that is for the use of their household and is not a common area. Housing Management may specify some of these duties.
 - vi. To attempt to use my resident leadership (LAC/PAC) to assist in the resolution of general resident issues.
- b. Initial unit assignment plan for modernized units will be determined by the following priorities:
- iii. Current Lakeview Terrace families that need to relocate from a succeeding funded modernization area at Lakeview Terrace
 - iv. Prior Lakeview Terrace families that were previously relocated due to modernization at Lakeview Terrace, as long as they are in good standing
 - v. Families from other public housing estates that are part of an approved modernization or demolition plan, as long as they are in good standing
 - vi. Families that are on the transfer list for Lakeview Terrace, as long as they are in good standing, in a number not to exceed 20% of the units remaining after satisfying the preceding three categories
 - vii. New applicants from the Waiting List
- c. All new residents must participate in an orientation process prior to leasing a unit.

C. Under Western Reserve Revitalization & Management Company Ownership and CMHA Management

As part of developing properties that are partially financed through Low Income Housing Tax Credits (LIHTC) and that are owned and/or managed by the Western Reserve Revitalization & Management Co., a non-profit affiliate of CMHA, CMHA has developed Management Plans that utilize the CMHA dwelling lease but vary from the ACOP as follows:

1. Riverside Park Homes (90 tax credit/public housing units)

- a. Full-time students are not eligible for admission under LIHTC rules unless they meet one of the exceptions set forth in the definition (see glossary).
- b. Income limit for new admissions is LIHTC limit of 60% of the area median income (CMHA is 80%).
- c. There will be income tiering as follows: (CMHA has none)
 - i. 40% of the units will be rented to extremely low-income families;
 - ii. 60% of the units will be rented to households with income less than or equal to 60% of area median income;
- d. Flat rents will be calculated differently to accommodate state maximum rents set for LIHTC units.
- e. Residents that select the flat rent option will have to be recertified annually for income under LIHTC rules (CMHA is every three years for income).
- f. Individual self-sufficiency plan may be required as condition of occupancy.
- g. Initial unit assignment plan for modernized units, will be determined by bedroom size and the following priorities:
 - i. Prior Riverside Park families that were previously relocated due to modernization at Riverside Park, as long as they are in good standing;
 - ii. Families from Riverside Park that have requested a transfer to a new unit, as long as they are in good standing;
 - iii. Families from other public housing estates that are on the transfer list for Riverside Park, as long as they are in good standing, in a number not to exceed 20% of the units remaining after satisfying the preceding categories;
 - iv. New applicants from the Waiting List.

2. Heritage View (Garden Valley) – all phases (tax credit/public housing units)

- a. Full-time students are not eligible for admission under LIHTC rules unless they meet one of the exceptions set forth in the definition (see glossary).
- b. Income limit for new admissions is LIHTC limit of 60% of the area median income (CMHA is 80%).
- c. There will be income tiering as follows: (CMHA has none)
 - i. 40% of the units will be rented to extremely low-income families;
 - ii. 60% of the units will be rented to households with income less than or equal to 60% of area median income;
- d. Flat rents will be calculated differently to accommodate state maximum rents set for LIHTC units.
- e. Residents that select the flat rent option will have to be recertified annually for income under LIHTC rules (CMHA is every three years for income).
- f. Individual self-sufficiency plan may be required as condition of occupancy.
- g. Initial unit assignment plan for modernized units, will be determined by bedroom size and the following priorities:
 - i. Prior Garden Valley families that were previously relocated due to modernization at Garden Valley, as long as they are in good standing;
 - ii. Families from Garden Valley that have requested a transfer to a new unit, as long as they are in good standing;
 - iii. Families from other public housing estates that are on the transfer list for Garden Valley, as long as they are in good standing, in a number not to exceed 20% of the units remaining after satisfying the preceding categories;
 - iv. New applicants from the Waiting List.

3. NSP2 projects – Lee Road & Belmore Euclid (tax credit/public housing units)

- a. Full-time students are not eligible for admission under LIHTC rules unless they meet one of the exceptions set forth in the definition (see glossary).
- b. Income limit for new admissions is LIHTC limit of 60% of the area median income (CMHA is 80%).

- c. There will be income tiering as follows: (CMHA has none)
 - i. 40% of the units will be rented to extremely low-income families;
 - ii. 60% of the units will be rented to households with income less than or equal to 60% of area median income;
 - iii. The units attributed to NSP2 funds will be rented to households with income less than or equal to 50% of area median income.
- d. Flat rents will be calculated differently to accommodate state maximum rents set for LIHTC units.
- e. Residents that select the flat rent option will have to be recertified annually for income under LIHTC rules (CMHA is every three years for income).
- f. Individual self-sufficiency plan may be required as condition of occupancy.
- g. Initial unit assignment plan for modernized units, will be determined by bedroom size and the following priorities:
 - i. Families from public housing estates that are on the transfer list, as long as they are in good standing, in a number not to exceed 40% of the units;
 - ii. New applicants from the Waiting List.

4. Miles Pointe (tax credit/public housing units)

- a. Full-time students are not eligible for admission under LIHTC rules unless they meet one of the exceptions set forth in the definition (see glossary).
- b. Income limit for new admissions is LIHTC limit of 60% of the area median income (CMHA is 80%).
- c. There will be income tiering as follows: (CMHA has none)
 - i. 40% of the units will be rented to extremely low-income families;
 - ii. 60% of the units will be rented to households with income less than or equal to 60% of area median income;
- d. Flat rents will be calculated differently to accommodate state maximum rents set for LIHTC units.
- e. Residents that select the flat rent option will have to be recertified annually for income under LIHTC rules (CMHA is every three years for income).

- f. Individual self-sufficiency plan may be required as condition of occupancy.
- g. Initial unit assignment plan for modernized units, will be determined by bedroom size and the following priorities:
 - i. Families from public housing estates that are on the transfer list, as long as they are in good standing, in a number not to exceed 40% of the units;
 - ii. New applicants from the Waiting List.

D. Developments that include HOME Funding

When the financing of development projects involves the use of HOME funds, a relative portion of the units will be designated as HOME units, which have requirements that are variations from the ACOP and Dwelling Lease. The HOME Program mandates certain protections, described below, for tenants in rental housing assisted with HOME funds, which currently applies to units located at Carver Park HOPE VI, Lakeview Terrace, and Valleyview.

1. Income limit for new admissions is 50% of the area median income (CMHA is 80%).
2. The dwelling lease of any HOME designated unit may not be for less than one year unless by mutual agreement between the tenant and the owner, and the lease may **not** contain any of the terms prohibited by 24 CFR 92.253(b):
 - a. Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;
 - b. Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties;
 - c. Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent;
 - d. Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;
 - e. Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;
 - f. Agreement by the tenant to waive any right to a trial by jury;

- g. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and
 - h. Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.
- 3. CMHA or its representative may not terminate the tenancy or refuse to renew the lease of a tenant except for severe or repeated violation of the terms and conditions of the lease; for violation of applicable federal, state, or local law; or for other good cause. To terminate or refuse to renew a lease, a tenant must be served with a written notice specifying the grounds for the action not less than 30 days before the termination or refusal to renew.

E. Rental Assistance Demonstration

Public Housing properties being converted to Project Based Rental Assistance (PBRA) under the Rental Assistance Demonstration (RAD) program will follow the HUD Multi-family Housing program rules and guidance provided in Occupancy requirements of Subsidized Multifamily Housing Programs (4350.3).

ACOP GLOSSARY

50058 Form: The HUD form that housing authorities are required to complete for each assisted household in public housing to record information used in the certification and re-certification process and, at the option of the housing authority, for interim reexaminations.

1937 Housing Act: The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.) (24 CFR 5.100)

Adjusted Annual Income: The amount of household income, after deductions for specified allowances, on which tenant rent is based. (24 CFR 5.611)

Adult: A household member who is 18 years or older or who is the head of the household, or spouse, or co-head.

Affiliated Individual: A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in place of a parent or guardian (for example, the affiliated individual is a person in the care, custody or control of that individual) or any other person living in the household of that individual.

Allowances: Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents medical expenses for elderly families, disability expenses, and child care expenses for children under 13 years of age. Other allowance can be given at the discretion of the housing authority.

Annual Contributions Contract (ACC): The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act and the housing authority agrees to comply with HUD requirements for the program. (24 CFR 5.403)

Annual Income: All amounts, monetary or not that:

- A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or
- B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- C. Are not specifically excluded from annual income.

Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access. (1937 Housing Act; 24 CFR 5.609)

Applicant (applicant family): A person or family that has applied for admission to a program but is not yet a participant in the program. (24 CFR 5.403)

Assets: The value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal

property such as furniture and automobiles are not counted as assets. (Also see “net family assets.”)

Assets Income: Income received from assets held by family members. If assets total more than \$ 5,000, income from the assets is “imputed” and the greater of actual asset income and imputed asset income is counted in annual income. (See “imputed asset income” below.)

Avoidance of Reprisal: resulting from providing information on criminal activity to law enforcement agency, as it applies to the involuntary displacement preferences.

Business Day: CMHA shall be open for business Monday through Friday from 8:00 a.m. through 5:00 p.m. except on legal holidays observed by CMHA. The following legal holidays are observed by CMHA: New Year’s Day, Martin Luther King Day, President’s Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day and the Friday immediately following Thanksgiving Day and Christmas. When a legal holiday falls on a Saturday, the holiday is observed on Friday. If a legal holiday falls on a Sunday, the holiday is observed on Monday. Computation of any period of time prescribed or allowed under CMHA’s ACOP shall begin with the first business day following the day on which the act, event or default initiating the period of time occurred. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next business day. If CMHA is closed to the public for an entire day which constitutes the last business day for doing such an act, or before its usual closing time on such business day, then such act may be performed on the next succeeding business day.

Certification: The examination of a household’s income, expenses, and family composition to determine the family’s eligibility for program participation and to calculate the family’s share of rent.

Child: For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age. (24 CFR 5.504(b))

Child Care Expenses: Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. (24 CFR 5.603(d))

Citizen: A citizen or national of the United States. (24 CFR 5.504 (b))

Co-Head of Household: An adult member of the family who is treated the same as a head of the household for purposes of determining income, eligibility, and rent.

Community Service Requirement: HUD requires that all non-working adult (18-61) public housing residents (with some exceptions) contribute eight hours per month of community service (volunteer work) or participate in eight hours of training, counseling, classes, or other activities that help an individual toward self-sufficiency and economic independence.

Consent Form: Any consent form approved by HUD to be signed-by assistance applicants and participants age 18 and older for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits. (24 CFR 5.214)

Dating violence: Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim, and where the existence of such a relationship shall be determined by the length of the relationship, the type of relationship, the frequency of interaction between the persons involved in the relationship. [42 U.S.C. §13925]

Decent, Safe, and Sanitary: Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

Dependent: A member of the family (except foster children and foster adults), other than the family head or spouse, who is under 18 years of age or who is 18 years of age or older and is a person with a disability or is a full-time student. (24 CFR 5.603 (d))

Dependent Allowance: An amount equal to \$480 multiplied by the number of dependents, that is deducted from the household's annual income in determining adjusted annual income.

Disability Assistance Expense Allowance: In determining adjusted annual income, the amount of disability assistance expenses deducted from annual income for families with a disabled household member.

Disabled family means a family whose head (including co-head), spouse or sole member is a person with a disability. (24 CFR 5.403)

Disabled Person: See "person with disabilities."

Disaster: such as a fire or flood, resulting in the inhabitability of an applicants unit and has not been caused by the applicant or the applicant's family members or guest, as it applies to the involuntary displacement preferences.

Displaced Family: A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. [1937 Act]

Domestic Violence: Includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child, by a person who is living with or has lived with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under domestic or family laws of the jurisdiction. [42 U.S.C. §13925]

Drug-Related Criminal Activity: Drug trafficking or the illegal use, or possession for personal use, of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

Earned Income Disallowance: An exclusion of increases in earned income from the computation of annual income for qualified residents whose income increases because of employment after having been unemployed for at least 12 months, because of new or increased earnings during participation in an economic self-sufficiency or other job training program, or because of new or increased earnings.

Elderly family means a family whose head (including co-head), spouse or sole member is a person who is at least 62 years of age. (24 CFR 5.403)

Elderly Family Allowance: For elderly families, an allowance of \$400 is deducted from the household's annual income in determining adjusted annual income.

Elderly Person: A person who is at least 62 years of age. (1937 Housing Act)

Enterprise Income Verification (EIV): an internet-based income information system maintained by HUD REAC used for verifying sources and amounts of income for tenants before or during a tenant recertification. Replaces Upfront Income Verification (UIV) system.

Extremely low-income families: Families whose income does not exceed the higher of the Federal poverty level or 30% of the **area** median income.

Fair Housing Act: Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.). (24 CFR 5.100)

Family includes, but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status: (24 CFR 5.403)

- (1) A single person, who may be an elderly person, displaced person, disabled person, near-elderly person or any other single person; or
- (2) A group of persons residing together and such group includes, but is not limited to:
 - (a) A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
 - (b) An elderly family;
 - (c) A near-elderly family;

- (d) A disabled family;
- (e) A displaced family; and
- (f) The remaining member of a tenant family.

Family Members: All member of the household other than live-in aides, foster children, and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the lease.

Family Self-Sufficiency Program (FSS Program): The program established by a housing authority to promote self-sufficiency among participating families, including the coordination of supportive services. (24 CFR 984.103(b))

Flat Rent: A rent amount the family may choose to pay in lieu of having their rent determined under the formula method. The flat rent is established by the housing authority set at the lesser of the market value for the unit or the cost to operate the unit. Families selecting the flat rent option have their income evaluated once every three years, rather than annually.

Full-Time Student: A person who is attending school or vocational training on a full-time basis. [24 CFR 5.603] Full-time students are not eligible for admission to units with funding from low income housing tax credits (LIHTC) unless:

- a. it is by an individual who is—
 - i. a student and receiving assistance under title IV of the Social Security Act, or
 - ii. enrolled in a job training program receiving assistance under the Job Training Partnership Act or under other similar Federal, State, or local laws, or
- b. entirely by full-time students if such students are—
 - i. single parents and their children and such parents and children are not dependents of another individual, or
 - ii. married and file a joint return. [26 USC 42(i)(3)(D)]

Good Cause: Occurs when a resident is willing to move but is unable to do so at the time of the unit offer (i.e. hospitalized, recovering from illness, death in the family, out of town) or when the acceptance of the offer could cause undue hardship. See §4.08 for examples of an undue hardship.

Government Action: for an activity carried on by a governmental body in connection with code enforcement or a public improvement or development program, as it applies to the involuntary displacement preferences.

Hate Crime: meaning actual or threatened physical violence or intimidation that is directed against an applicant or family member, or applicant's property, and that is based on the person's race, color, religion, sex, national origin, disability, gender identity, sexual orientation or familial status, as it applies to the involuntary displacement preferences.

Head of Household: The adult member of the family who is the head of the household for purposes of determining income eligibility and rent. (24CFR 5.504 (b))

Homeless Family: A homeless family includes any person of family that has a primary nighttime residence that is a supervised by a publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing), an institution that provides a temporary residence for individuals intended to be institutionalized or a public or private place not designed for, or ordinarily used as a regular sleeping accommodation for human beings. A homeless family does not include any person imprisoned or otherwise detained pursuant to an Act of Congress or a State law.

Household Members: All members of the household including members of the family, live-in aides, foster children, and foster adults. All household members are listed on the lease, and no one other than household members are listed on the lease.

Housing Assistance Plan: A housing plan that is submitted by a unit of general local government and approved by HUD as being acceptable under the standards of 24 CFR 570.

Immediate Family Member: with respect to a person, a spouse, a co-head, significant other, parent, brother or sister, or child of that person, or an individual to whom that person stands in loco parentis; or any other person living in the household of that person regardless of actual or perceived sexual orientation, gender identity, or marital status.

Imputed Income: For households with net family assets of more than \$5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used as income from assets in determining annual income.

Income Based Rent: A means of calculating a family's rent based on 10% of their monthly income, 30% of their adjusted monthly income, or the minimum rent. Under this method, the family's income is evaluated at least annually.

Involuntary Displacement: An admission preference category available for those applicant families who have been involuntarily displaced and who are not living in standard, permanent replacement housing or families who will be involuntarily displaced within six months of the date of application. Displacement must result from one or more of the following: Disaster, Government Action, Domestic Violence, Avoidance of reprisal, Hate crime and HUD disposition of multifamily property.

In-Kind Payments: Contributions other than cash made to the family or to a family member in exchange for services provided or for the general support of the family (e.g., groceries provided on a weekly basis, baby sitting provided on a regular basis).

Interim (examination): A reexamination of a family income, expenses, and household composition conducted between the regular annual recertifications when a change in a household's circumstances warrants such a reexamination.

Live-In Aides: A person who resides with one or more elderly persons, near-elderly persons, or persons with disabilities and their necessity is verifiable:

- A. Is determined to be essential to the care and well-being of the persons;
- B. Is not obligated for the support of the persons;
- C. Would not be living in the unit except to provide the necessary supportive services (24 CFR 5.403(b)); and
- D. Would not be added to the Lease

Low-Income Families: Those families whose incomes do not exceed 80% of the median income for the area as determined by HUD with adjustments for smaller and larger families.

Medical Expenses: Medical expenses (of all family members of an elderly or disabled family), including medical insurance premiums that are anticipated during the period for which annual income is computed and that are not covered by insurance. (24 CFR 5.603(d)) These expenses include, but are not limited to, prescription and non-prescription drugs, costs for doctors, dentist, therapists, medical facilities, care for a service animals, transportation for medical purposes.

Mixed Family: A family whose members include those with citizenship or eligible immigration status and those without citizenship of eligible immigration status. (24 CFR 5.504(b))

Monthly Adjusted Income: One twelfth of adjusted income. (24 CFR 5.603(b))

Monthly Income: One twelfth of annual income. (24 CFR 5.603(d))

National: A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession. (24 CFR 5.504(b))

Near elderly family means a family whose head (including co-head), spouse or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62. (24 CFR 5.403)

Net Family Assets:

- A. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
- B. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.

- C. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms. (24 CFR 5.603(d))

Non-Citizen: A person who is neither a citizen nor national of the United States. (24 CFR 5.504(b))

Occupancy Standards: The standards that a housing authority established for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

Perpetrator: A person who commits acts of domestic violence, dating violence, sexual assault, or stalking against a victim.

Person with Disabilities: A person who:

- A. Has a disability as defined in Section 223 of the Social Security Act, which states:

Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months, or

An individual who attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial, gainful activity requiring skills or ability comparable to those of any gainful activity in which they have previously engaged with some regularity and over a substantial period of time.

- B. Is determined, pursuant to regulations issued by HUD, to have a physical, mental, or emotional impairment that:

1. Is expected to be of long-continued and indefinite duration;
2. Substantially impedes his or her ability to live independently; and
3. Is of such a nature that such ability could be improved by more suitable housing conditions, or

- C. Has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act, which states:

- D. Severe chronic disability that:

1. Is attributable to a mental or physical impairment or combination of mental and physical impairments;
2. Is manifested before the person attains age 22;
3. Is likely to continue indefinitely;

4. Results in substantial functional limitation in three or more of the following areas of major life activity: (1) self care, (2) receptive and expressive language, (3) learning, (4) mobility, (5) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and
 5. Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic services, individualized supports, or other forms of assistance that are of lifelong or extended duration and are individually planned and coordinated.
- E. This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome. (1937 Act)
- F. No individual shall be considered to be a person with disabilities for purposes of eligibility solely based on any drug or alcohol dependence.

Preference: Preferences are used to establish the order of placement on the waiting list. A preference constitutes a priority for selection, as long as the applicant meets or exceeds CMHA's resident screening criteria for eligibility of admission. Preferences are applied to the initial application at the time of submission and subject to verification prior to placement.

Proration of Assistance: The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance. (24 CFR 5.520)

Public Housing Agency (PHA): Any State, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof) which is authorized to engaged in or assist in the development or operation of low-income housing under the 1937 Housing Act. (24 CFR 5.100)

Public Housing Information Center (PIC): the HUD internet-based system where tenant information as submitted through the HUD-50058 form is stored and maintained.

Real Estate Assessment Center (REAC): a division of HUD directly responsible for the Public Housing Assessment System (PHAS) indicators of property inspections and resident survey, and the review and approval of information submitted for the financial condition and management operations indicators, which includes sub-indicators for vacant unit turnaround time, capital fund, work orders, annual inspections, security (lease enforcement) and economic self-sufficiency.

Recertification: The annual reexamination of a family's income, expenses, and composition to determine the family's rent.

Remaining Member of a Tenant Family: A member of the family listed on the lease who continues to live in the public housing dwelling after all other family members have left. (Handbook 7565.1 REV-2, 3-5b.)

Self-Declaration: A type of verification statement by the tenant as to the amount and source of income, expenses, or family composition. Self-declaration is acceptable verification only when third-party verification or documentation cannot be obtained.

Sexual Assault: Any type of sexual conduct or behavior that occurs without the explicit consent of the recipient, including when the recipient lacks capacity to consent.

Single Person: Someone living alone or intending to live alone who does not qualify as an elderly family, a person with disabilities, a displaced person, or the remaining member of a tenant family. (Public Housing: Handbook 7465.1 REV-2, 3-5)

Spouse or Intimate Partner: Includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

Stalking: to engage in a course of conduct directed at a specific person that would cause a reasonable person to a) fear for his or her own safety or the safety of others, or b) suffer substantial emotional distress. [42 USCA 13925(a)(24)]

State Wage Information Collection Agency (SWICA): The State agency receiving quarterly wage reports from employers in the State or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information. (24 CFR 5.214)

Temporary Assistance to Needy Families (TANF): The program that replaced the Assistance to Families with Dependent Children (AFDC) that provides financial assistance to needy families who meet program eligibility criteria. Benefits are limited to a specific time period.

Tenant: The person or family renting or occupying an assisted dwelling unit. (24 CFR 5.504(b)) Used interchangeably with “resident.”

Tenant Assessment Sub-System (TASS): one of the internet-based tools provided through HUD's REAC information system that is used to assist the Authority in the verification of tenant income. It compares and reports differences between tenant-reported income and income data stored in the Social Security Administration (SSA) and Internal Revenue Service (IRS) databases.

Tenant Rent: The amount payable monthly by the family as rent to the housing authority. Where all utilities (except telephone) and other essential housing services are supplied by the housing authority or owner, tenant rent equals total tenant payment. Where some or all utilities (except telephone) and other essential housing services are supplied by the housing authority and the cost thereof is not included in the amount paid as rent, tenant rent equals total tenant payment less the utility allowance. (24 CFR 5.603(d))

Third-Party (verification): Written or oral confirmation of a family's income, expenses, or household composition provided by a source outside the household.

Total Tenant Payment (TTP):

A. Total tenant payment for families whose initial lease is effective on or after August 1, 1982:

1. Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of:
 - a. 30% of the family's monthly adjusted income;
 - b. 10% of the family's monthly income; or
 - c. If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

If the family's welfare assistance is substantially reduced from the standard of need of applying a percentage, the amount calculated under section 3(a)(1) shall be the amount resulting from one application of the percentage.

2. Total tenant payment for families residing in public housing does not include charges for excess utility consumption or other miscellaneous charges.

B. Total tenant payment for families residing in public housing whose initial lease was effective before August 1, 1982: Paragraphs (b) and (c) of 24 CFR 913.107, as it existed immediately before November 18, 1996, will continue to govern the total tenant payment of families, under a public housing program, whose initial lease was effective before August 1, 1982.

Upfront Income Verification (UIV): an internet-based income information system maintained by HUD REAC used for verifying sources and amounts of income for tenants before or during a tenant recertification. Replaced by Enterprise Income Verification (EIV) system.

Uniform Physical Condition Standards (UPCS): the set of criteria created by HUD that is used to inspect and measure the condition of public housing property, and is used as the basis for the annual HUD REAC property inspections.

Utility Allowance: It is the tenant's responsibility to pay the utility bills for public housing units that are individually metered for natural gas and/or electricity. Since utilities are considered part of the rental calculation for public housing, CMHA will provide the tenant with a utility allowance amount that is based upon the reasonable consumption of such utilities for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment. (24 CFR 5.603)

Utility Reimbursement: The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total tenant payment for the family occupying the unit. (24 CFR 5.603)

VAWA Self Petitioner: Refers to noncitizens who claim to be victims of “battery or extreme cruelty”. Battery or extreme cruelty includes domestic violence, dating violence, sexual assault, and stalking. VAWA allows these noncitizens to self-petition for Lawful Permanent Resident (LPR) status without the cooperation or knowledge of their abusive relative.

Very Low-Income Families: Low-income families whose incomes do not exceed 50% of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.

Voluntary Compliance Agreement (VCA): Through the VCA with HUD, CMHA will ultimately provide disabled residents of Cleveland with additional opportunities to access affordable housing and make five percent (5%) of its public housing units fully accessible for residents and applicants with disabilities.

Welfare Assistance: Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State or local governments. (24 CFR 5.603(d))

ACRONYMS

ACC	Annual Contributions Contract
ACOP	Admissions and Continued Occupancy Policy
ADA	Americans with Disabilities Act
AMI	Average Median Income
AMP	Asset Management Project
A/R	Accounts Receivable
CDBG	Community Development Block Grant
CFFP	Capital Fund Financing Program
CFP	Capital Fund Program
CFR	Code of Federal Regulations
DOFA	Date of Final Availability
EIOP	End of Initial Operating Period
EIV	Enterprise Income Verification (replaces UIV)
FMR	Fair Market Rent
FSS	Family Self-Sufficiency
HCDA	Housing and Community Development Act
HCVP	Housing Choice Voucher Program
HUD	(U.S.) Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
LEP	Limited English Proficiency
LIHTC	Low Income Housing Tax Credits

LIPH	Low Income Public Housing
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
NSP	Neighborhood Stabilization Program
OMB	(U.S.) Office of Management and Budget
PBV	Project Based Voucher
PHA	Public Housing Agency
PHAS	Public Housing Assessment System
PIC	Public Housing Information Center
QHWRA	Quality Housing and Work Responsibility Act of 1998
REAC	Real Estate Assessment Center
RHF	Replacement Housing Factor
SBWL	Site Based Waiting List
SEMAP	Section Eight Management Assessment Program
SSA	Social Security Administration
SWICA	State Wage Information Collection Agency
TANF	Temporary Assistance to Needy Families
TTP	Total Tenant Payment
UFAS	Uniform Federal Accessibility Standards
UIV	Upfront Income Verification
UPCS	Uniform Physical Condition Standards
VAWA	Violence Against Women Act
VCA	Voluntary Compliance Agreement

Section Two

Factors of Eligibility and Admissions Procedures

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Section 2: Factors of Eligibility and Admissions Procedures

§2.01 Statement of Policy

- A. All families must qualify for assistance in accordance with the criteria for eligibility as established by HUD and CMHA. Family eligibility is established/confirmed at two points in processing:
 - 1. Waiting list eligibility (preliminary application); and
 - 2. Unit/subsidy eligibility (full application).
- B. Factors of eligibility will periodically change based upon changes in federal regulations and/or CMHA policy. **Current factors of eligibility for the federally aided public housing program include:**
 - 1. Qualification as a family, including single persons;
 - 2. Compliance with the social security reporting requirements;
 - 3. Meet low-income requirements, as established by HUD;
 - 4. Evidence that family meets or exceeds CMHA's screening criteria;
 - 5. Certification or evidence of U.S. citizenship or eligible immigrant status;
 - 6. Targeting admissions to extremely low-income families:
 - a. Not less than 40 percent of the families admitted to CMHA's public housing program during the fiscal year from the waiting list shall be extremely low-income families. This is called the "basic targeting requirement."
 - b. CMHA will comply with the basic targeting requirement and the deconcentration requirement.
 - c. Family annual income is used both for determination of income eligibility and income targeting and;
 - d. CMHA must comply with HUD-prescribed reporting requirements that will permit HUD to maintain the data, as determined by HUD, necessary to monitor compliance with income eligibility and targeting requirements.
- C. The public housing agency shall not deny admission to any applicant on the basis that the applicant is or has been a victim of domestic violence, dating violence, or stalking if the

applicant otherwise qualifies for assistance or admission. Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking. [42 U.S.C. § 1437d(c)(3).]

D. CMHA may communicate with Applicants via mail or any available electronic method.

§2.02 Process for Determination of Eligibility for Public Housing

Applications staff of CMHA will undertake the following major activities necessary to determine if an applicant household is eligible to occupy the public housing unit:

- A. Make a Preliminary Determination of Eligibility to determine if the applicant household can be "wait-listed".
 1. CMHA may deny family opportunity to be placed on the waiting list if the family is under 18 years of age, unless emancipated minor pursuant to Ohio law.
 2. If the family is determined to be eligible for the waiting list, they will be so notified in writing. Each family will be advised of the potential waiting period for obtaining a unit.
 3. If the family is determined to be ineligible for the waiting list they will be so notified in writing with the reason for ineligibility and the family's right to request a review of the decision should they disagree. This notice will include the procedure and timeframe to be followed by the family in making such a request. The reason(s) given will include enough specificity so as to allow the family to prepare a response/defense.
- B. Conduct the Full Eligibility Interview after the family has reached the top of the preliminary waiting list in accordance with the family's original date and time of application and applicable preferences.
 1. If the family is determined to be eligible as a result of the full interview and review of the verifications received, they will be so notified in writing and will be advised of how long it may be before such a unit is available for occupancy.
 2. If the family is determined to be ineligible after conducting the full eligibility interview they will be so notified in writing and advised of the opportunity and procedure to request an informal hearing. (See Section 2.19 for Informal Review)
 3. All families determined eligible for occupancy will be scheduled to attend one or more resident orientation briefings. **Participation in each such session(s) is mandatory and family's failure to comply will result in a denial of admission.**

§2.03 Grounds for Denial of Admission

- A. An applicant household must be denied admission for one or more of the following reasons:
1. Household member is currently engaged in the illegal use, distribution, sale or manufacture of a controlled substance, or has been convicted of a drug offense in the past 6 months;
 2. Family member is subject to a lifetime registration as a sex offender under any State registration program;
 3. Family member has been convicted of methamphetamine production on premises of any federally assisted/insured housing project.
- B. An applicant household may be denied admission for one or more of the following reasons:
1. Failure to qualify under HUD-specified criteria for housing eligibility;
 2. Failure to meet or exceed CMHA's adopted screening criteria;
 3. Failure to repay prior debt owed to CMHA or any other public housing authority or any other federally subsidized program;
 4. Family has committed fraud in connection with any HUD-funded program;
 5. Failure to participate in any pre-occupancy briefings directly related to upholding the terms of the lease agreement;
 6. Family has been listed by HUD or CMHA as banned or suspended;
 7. Family failure to supply all information required where directly related to CMHA's obligation to determine applicant eligibility, rent or unit size;
 8. Failure to provide certification of U.S. citizenship or documentation to support eligible immigrant status;
 9. Eviction *or termination* from any public housing, Section 8, or any other federally subsidized program in prior three (3) year period for drug related criminal activity;
 10. There is reasonable cause to believe that the person abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents;
 11. Family member is determined to be fleeing confinement for a felony.

§2.04 Preliminary Application

- A. An applicant household must complete a preliminary application. The application contains the information necessary to make a preliminary determination of eligibility for the program, as well as the family's position on the waiting list in accordance with any applicable tenant selection preferences. The eligibility application will contain racial/ethnic data, information regarding the need for accessible units, and any other HUD required information from each applicant head of household.
 - 1. Although the primary method to accept applications is electronically, CMHA may elect to accept the application by any or all of the following methods:
 - a. In person at CMHA offices
 - b. In person at designated CMHA sites
 - c. By fax
 - d. By mail
 - 2. Duplicate applications will not be accepted.
- B. Applications will not require personal interviews. Information on the application represents a self-certification and family data will not be verified until the applicant has been selected for final eligibility determination. At the time the family's name nears the top of the waiting list, final eligibility will be determined when the full application process is completed and all information is verified.
- C. Applicants are required to inform the CMHA Applications Office in writing within 30 days of changes in family composition, income, and any changes in their preference status. All address changes must be reported immediately. Applicants are also required to respond to requests from CMHA to update information on their application, or to determine their continued interest in assistance.
- D. Failure to provide information or to respond to mailings will result in the applicant being withdrawn from the waiting list with the right to request an informal hearing. (See Section 2.19 for Informal Review)
- E. CMHA will ask all applicants whether they need a unit with accessible features.
- F. CMHA will ask all applicants to specify if they require reasonable accommodation(s) in their housing and/or during the application process consistent with CMHA's Reasonable Accommodation Policy as referenced in Section IV (E)(4) of the July 2008 Voluntary Compliance Agreement.

§2.05 Full Application

- A. A full written application and interview will be taken at the time the family reaches the top of waiting list.
 - 1. It will contain racial/ethnic data, information regarding the need for accessible units and any other HUD required information from each applicant head of household, such as sources and amounts of family income and assets, and participation by any family member in drug related or violent criminal activity.
 - 2. Prior family history may be considered in determining the likelihood of the family's ability to comply with obligations of the lease.
- B. The full application will make additional inquiries regarding:
 - 1. Persons expected to occupy the unit;
 - 2. Anticipated sources and amounts of income and assets;
 - 3. Allowable expense information (e.g., child care, medical);
 - 4. Information regarding any special housing needs, such as the need for accessible housing for individuals with mobility impairments or housing modified for persons with vision or hearing impairments;
 - 5. Current mailing address and phone contact information;
 - 6. Family data required for completion of the HUD Form 50058.
- C. While the application will make inquiries necessary to determine a family's need, if any, for units retrofitted to meet the needs of persons with a mobility-, hearing-, or visual-impairment, such inquiries will be made in a manner that clearly reflects the Authority's interest in meeting such special housing needs and not for discriminatory purposes.
- D. Reasonable accommodations will be made for persons with a disability who requires an advocate or accessible offices. A designee will be allowed to provide some information, but only with written permission and identification (e.g., copy of picture identification) of the person with a disability. CMHA will conduct a home visit if disabled applicant is unable to attend interview.

§2.06 Establishing and Maintaining the Waiting List

- A. CMHA shall maintain a Conventional Public Housing waiting list and several site-based waiting lists, as specified in Chapter 9.

- B. CMHA, at its discretion, may restrict application intake, suspend application intake, and close waiting lists in whole or in part. CMHA will administer its waiting list as required by 24 CFR Part 960.
- C. The decision to close the waiting list will be based on the number of applications available for a particular size and type of unit, the number of applicants who qualify for Preference(s), the Authority's requirement to ensure at least 40% annual admission of extremely low income families, and the ability of CMHA to house an applicant in an appropriate unit within a reasonable period of time.
- D. When CMHA opens the waiting list, CMHA will advertise through public notice in the local newspapers, minority publications and through local organizations serving people with disabilities and under-served ethnic groups as defined by HUD.
- E. CMHA will establish a waiting list of "preliminarily eligible" families for its public housing program. The public housing waiting list is automated and subdivided by bedroom size, preference, and date and time of application.
- F. To ensure an adequate pool of families who appear to be eligible for admission CMHA will periodically undertake marketing activities. Special marketing efforts may be undertaken to attract:
 - 1. Applicants necessary to achieve a broad social and economic mix throughout each estate.
 - 2. Individuals with disabilities to occupy specially retrofitted units;
 - 3. Elderly and/or single persons to occupy zero and one bedroom units.
 - 4. Applicants on the waiting list may be skipped in order to further goals of de-concentration and income mixing.
- G. To maintain a pool of interested and apparently eligible families on the waiting list CMHA will notify applicants periodically of the need to update their application as a condition of remaining on the waiting list.
- H. CMHA will only withdraw applicants from the waiting list for the following reasons:
 - 1. The applicant receives and accepts an offer of housing;
 - 2. The applicant requests that their name be withdrawn from the waiting list;
 - 3. The applicant is rejected, either because he/she was ineligible for public housing at the time of certification, or because he/she fails to meet the applicant selection criteria; or

4. The application is withdrawn because CMHA was unable to contact the applicant to follow up on their application.

§2.07 Organization and Management of the Public Housing Waiting List

- A. Each family determined to be eligible for placement on the waiting list will be assigned an appropriate bedroom size consistent with the individual family's household composition and the established occupancy standards of the Authority.
- B. CMHA will administer its waiting list as required by 24 CFR Part 960. The waiting list applications will be maintained in accordance with the following guidelines:
 1. Each application received will remain on file until the applicant is housed or withdrawn;
 2. All applications in the pool will be maintained by bedroom size in order of preference, and date and time of application receipt;
 3. All applicants must meet applicable income eligibility requirements as established by HUD;
 4. Applicants with disabilities will be identified as such on waiting lists to ensure priority in assignment to accessible units. When an UFAS-Accessible Unit becomes available in the appropriate bedroom size, CMHA and/or its agent shall offer UFAS-Accessible Unit as follows:
 - a. First, to a current resident with disabilities in the same development, according to date and time of transfer request, who requires the accessibility features of the vacant, UFAS-Accessible Unit and occupies a unit not having those features;
 - b. Second, if there is no current resident in the same development who requires the accessibility features of the vacant, accessible unit and wishes to reside in that unit, then it will be offered to a current resident with disabilities residing in another development or another Asset Management Project (AMP), according to date and time of transfer request, who requires the accessibility features of the vacant UFAS-Accessible Unit and occupies a unit not having these features;
 - c. Third, if there is no current resident who requires the accessibility features of the vacant, accessible unit and wishes to reside in that unit, then the vacant, accessible unit will be offered to an eligible, qualified applicant with disabilities on the waiting list, according to date and time of application, who requires the accessible features of the available, UFAS-Accessible unit; and
 - d. Fourth, if there is not an eligible, qualified resident or applicant with disabilities on the waiting list who wishes to reside in the available, UFAS-Accessible Unit, then it will be offered to an applicant on the waiting list who does not need the accessible features of the unit. See 24 C.F.R. § 8.27. However, CMHA will

require the applicant to execute a Lease Addendum, which requires the resident to relocate, at CMHA's expense, to a non-accessible unit within thirty (30) days of notice by CMHA when there is an eligible, qualified applicant or existing resident with disabilities who requires the accessibility features of the unit. See 24 C.F.R. § 8.27.

C. Family Changes Prior to Unit Offer: Family changes that occur during the period between placement in the waiting list and an offer of a suitable unit may affect the family's eligibility or Total Tenant Payment. The family will be notified in writing of changes in their eligibility and offered their right to an informal hearing.

1. **Split Household.** When a family on the waiting list splits into two otherwise eligible families, and the new families both claim the same placement on the waiting list, and there is not a court determination, CMHA will make the decision taking into consideration the following factors:
 - a. Which family member applied as head of household;
 - b. Role of domestic violence in the split;
 - c. Which family unit retains the children or any disabled or elderly members;
 - d. Restrictions that were in place at the time the family applied;
 - e. Recommendations of social service agencies or qualified professionals, such as children's protective services.
2. **Documentation Verification.** Documentation of these factors is the responsibility of the applicant families. If either or both of the families do not provide the documentation, they will be denied placement on the waiting list until necessary documentation is provided to CMHA.
 - a. **Multiple Families in Same Household** - When families apply that consist of two families living together, (such as a mother and father, and a daughter with her own husband or children); if they apply as a family unit, they will be treated as a family unit.
 - b. **Joint Custody of Children** - Children who are subject to a joint custody agreement but who will live in the unit at least 50 percent of the time will be considered members of the household. The absent child must live at least 183 days of the year, (which do not have to run consecutively) with the applicant household. When both parents are on the waiting list and both try to claim the child(ren), the parent whose address is listed in the school records will be allowed to claim the school-age child(ren) as a dependent.

- c. Custodial Parent Custody - If applicant has custody of a minor (related or unrelated), they must provide Application Office with court documents of custody or guardianship.
- D. The waiting list will be coded to reflect the family's original date and time of application, plus any applicable preferences the family has claimed or for which the family qualifies.
- E. Preferences are verified at the eligibility interview stage to determine placement on the waiting list.

§2.08 Family Composition

- A. The applicant must qualify as a Family. A Family may be a single person or a group of persons. Discrimination on the basis of familial status is prohibited, and a group of persons may not be denied solely on the basis that they are not related by blood, marriage or operation of law.
- B. The term “*family*” includes, but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:
 - 1. A single person, who may be an elderly person, displaced person, disabled person, near-elderly person or any other single person; or
 - 2. A group of persons residing together and such group includes, but is not limited to:
 - a. A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
 - b. an elderly family;
 - c. a near-elderly family;
 - d. a disabled family;
 - e. a displaced family; and
 - f. the remaining member of tenant family.
 - 3. The temporary absence of a child from the home due to placement in foster care shall be considered in determining the family composition and family size.
- C. Head of Household
 - 1. The head of household is the adult member of the household who is designated by the family as head, and has the legal capacity to enter into a lease under state or local law.

2. A family may designate an elderly or disabled family member as head of household solely to qualify the family as an elderly household.

D. Spouse of Head of Household

1. Spouse means the husband or wife of the head.
2. For proper application of the Non-citizens Rule, the definition of spouse is: the marriage partner whom, in order to dissolve the relationship, would have to be divorced. The term “spouse” does not apply to boyfriends, girlfriends, significant others, or co-heads.

§2.09 Implementing Preferences In Tenant Selection

- A. CMHA has implemented preferences for admissions and resident selection to the public housing program. Preferences are used to establish the order of placement on the waiting list. A preference constitutes a priority for selection, as long as the applicant meets or exceeds CMHA’s resident screening criteria for eligibility of admission.
 1. Preferences are applied to the initial application at the time of submission and subject to verification at that time prior to placement.
 2. Only the highest eligible preference will be applied since preferences are not accumulative.
- B. There are ten (10) preference categories that are either ranked as “high priority” or “standard”:
 1. **High Priority preferences** – these seven (7) preference categories will give qualifying families priority on the waiting list over any other applicants:
 - a. Successful completion of a substance abuse treatment or supportive housing program housed within or in partnership with CMHA, and continued drug and alcohol free status by head of household, within one year of application;
 - b. Victims of governmentally declared natural disasters;
 - c. Involuntary displacement;
 - d. Individuals aging out of Foster Care, through age 21 at time of application;
 - e. Participation in the County’s Partnering for Success Intervention Model for Family Unification;
 - f. Transfers from other CMHA managed housing programs;
 - g. Homeless Families with Children

2. **Standard preferences** – these three (3) preference categories will give qualifying families priority on the waiting list below those applicants with a high priority preference but ahead of those applicants with no preference:
 - a. Homelessness, with a referral letter from a recognized entity serving the homeless population;
 - b. Working families, including those unable to work because of age or disability; and
 - c. Veterans and veteran’s families.
 3. **Non-preference** – if the applicant does not qualify for any of the preference categories, the applicant will be considered a “Non-preference” family.
- C. **Individuals aging out of Foster Care, through age 21 at time of application:** Applies to youth who have turned 18, are no longer a ward of the state, and are or could become homeless as a result of aging out of the foster care system, and have not yet reached the age of 22 as of the date of their application.
- D. **Successful completion of a substance abuse treatment or supportive housing program housed within or in partnership with CMHA:** Applies to an applicant who can document the successful completion of a substance abuse treatment and/or supportive housing program that is housed within CMHA or that is in partnership with CMHA, and has maintained a drug and alcohol free status, within one year of application.
- E. **Victims of governmentally declared Natural Disasters:** Natural disasters include, but are not limited to floods, tornadoes, hurricanes, earthquakes and tsunamis. Proper documentation includes, but is not limited to written statements from disaster relief agencies such as Federal, State or local Emergency Management Agencies, the Red Cross and other Federal, State or local agencies either within or outside the jurisdiction where the natural disaster occurred.
- F. **Participation in the County’s Partnering for Success Intervention Model for Family Unification:** a collaboration where CMHA will make public housing units available for those who are enrolled in Cuyahoga County’s Partnering for Success program that will enable them to reunite or keep their children.
- G. **Involuntary Displacement:** Applies to an applicant who has been involuntarily displaced, and who is not living in standard, permanent replacement housing, or an applicant who will be involuntarily displaced within six months of application. Displacement must result from one or more of the following:
1. Government action, for an activity carried on by a governmental body in connection with code enforcement or a public improvement or development program.

2. Domestic violence, meaning actual or threatened physical violence directed against one or more family members of the applicant family by a spouse or other member of the applicants household.
 3. Avoidance of reprisal, resulting from providing information on criminal activity to a law enforcement agency.
 4. Hate crime, meaning actual or threatened physical violence or intimidation that is directed against an applicant or family member, or applicant's property, and that is based on the person's race, color, religion, sex, national origin, disability, gender identity, sexual orientation or familial status.
 5. HUD disposition of multifamily property.
- H. **Transfers from other CMHA Managed Housing Programs** to meet specific housing needs. Applies to an applicant family currently housed under another CMHA managed programs such as Section 8 New Construction; Rental Assistance Demonstration (RAD) and Low Income Housing Tax Credit (LIHTC).
- I. **Homeless Families with Children** who have been referred and verified by Coordinated Assessment & Intake. The verification for qualifying homeless families with children will be based on documentation of homelessness from the Administrator of Coordinated Assessment and Intake for the Homeless System.
- J. **Homelessness:** Applies to an applicant who is homeless, which means any person or family that has a primary nighttime residence that is supervised by a public or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing), an institution that provides a temporary residence for individuals intended to be institutionalized or a public or a private place not designed for, or ordinarily used as regular sleeping accommodations for human beings. A homeless family does not include any person imprisoned or otherwise detained pursuant to an Act of Congress or a State law. Verification process for homelessness will be based on documentation of homelessness from the Administrator of Coordinated Assessment and Intake for the Homeless System, and recognized Homeless organizations or Social Service Agencies that serve the homeless population.
- K. **Working, or unable to work because of age or disability:** Applies to an applicant family where the head, co-head or spouse is working at least 20 hours per week (without regard to level of earnings), or an applicant family where the head, co-head or spouse is age 62+ or is an individual with a disability and unable to work.
- L. In the event the applicable preferences(s) cannot be verified, the applicant will remain on the waiting list by date and time of application by bedroom size.
- M. CMHA's preference system will work in combination with requirements to match the characteristics for the family to the type of unit available, including units with targeted

populations. When such matching is required or permitted by current law, CMHA will give preference to the families described below:

1. Units designated for the disabled. Families with a household member who qualifies as a person with physical disabilities will receive a preference for admission to CMHA's stock of UFAS accessible units.
 - a. Families with members who require a unit with accessible features will receive preference for such units over families who do not require such features.
 - b. When selecting a family for a unit with accessible features, CMHA will give a preference to families that include persons with disabilities who can benefit from the unit's specific features.
 - c. If no family can be found for a unit with accessible features, CMHA will house a family not needing the unit features. Under this policy a non-disabled family in an accessible unit can be required to move so that a family needing the unit features can take advantage of the unit. The family must sign an acknowledgement of requirement to relocate.
2. Mixed Population Units. In accordance with the 1992 Housing Act, elderly families whose head, spouse, or sole member is at least 62 years of age, and disabled families whose head, spouse or sole member is a person with disabilities, will receive equal preference for admission to such units. No limit will be established on the number of elderly or disabled families that may occupy a mixed population property.

§2.10 Income Eligibility

All applicant households must be income-eligible at the time they are placed on any waiting list pursuant to HUD regulations. Annual income must not exceed the most recently published income limits as determined by HUD.

§2.11 Deconcentration of Poverty and Fair Housing in Programs Admission.

- A. It is the intention of CMHA to promote Deconcentration of Poverty and Fair Housing in Programs admissions in all public housing estates subject to Deconcentration and income-mixing requirements as published by HUD (24 CFR Part 903; rule to Deconcentration Poverty and Promote Integration in Public Housing: Final Rule, dated December 22, 2000).
- B. Once it is determined that an estate is subject to the deconcentration of poverty and income mixing requirements, CMHA will utilize any, all, or none of the following strategies to accomplish the identified goals for deconcentration and income mixing:
 1. Provide estate specific rent incentives to attract higher income families to estates where the average income is below the established income range.

2. Establish a preference for admission of working families to estates where the average income is below the established income range.
 3. Skip a family on the waiting list in order to reach another family in an effort to further the Authority goals of deconcentration and income mixing.
 4. Work with community partners to provide training, employment and/or other economic opportunities to assist current residents and their family members in achieving economic self-sufficiency and increased incomes.
 5. Target investment and capital improvements to estates where the average income is below the established Income Range in order to attract higher income families.
- C. CMHA will review annually the estates subject to the deconcentration of poverty and income mixing requirements and publish the affected estates and proposed strategies in the Public Housing Agency Annual Plan, as required by HUD.

§2.12 Compliance with Required Reporting of Social Security Numbers

- A. Families are required to disclose social security numbers for all family members **prior to admission**. Verification will be completed through the provision of an original copy of the Social Security card issued by the Social Security Administration **[or other forms of verification deemed acceptable by the Authority.]**
1. Acceptable alternate forms of verification of assigned social security numbers will include copies of:
 - a. An original SSN card issued by SSA;
 - b. An original SSA-issued document, which contains the name and SSN of the individual; or
 - c. An original document issued by a federal, state, or local government agency, which contains the name and SSN of the individual
 2. This list may be periodically amended. Supervisory staff may authorize the use of other forms of verification on a case-by-case basis.
- B. If any family member who is at least 6 years of age is unable to provide an acceptable form of documentation they will be required to provide proof of the social security number within 60 days. An elderly family may be granted an additional 60 days to provide required verification.
- C. If any family member under the age of 6 years is unable to provide an acceptable form of documentation they will be required to provide proof of the social security number within 90 days. One extension of 90 days may be granted at the discretion of CMHA.

- D. Any person regardless of age proposed to join a family in occupancy must comply with requirements of this part.
- E. Failure of the family to comply will result in a determination of ineligibility/denial of admission and/or termination of housing assistance. The family will be notified in writing and advised of their right to an informal review.

§2.13 Compliance with Section 214 Citizenship Requirements

- A. Pursuant to Section 214 of the 1980 Housing and Community Development Amendments, all applicant and participant households must provide a declaration of citizenship or eligible immigration status. All members age 18+ must complete a 214 form. The head of household must complete a 214 form for all minors in the household. If an applicant family member has ineligible status the family may not receive full subsidy. If a member of the family is a U.S. citizen or has eligible immigration status then the family may qualify for prorated/partial assistance. If there are no family members with citizen or eligible immigration status then the family will be determined ineligible for housing. An ineligible family and/or a family eligible for partial subsidy will be informed in writing of their right to request an informal hearing. (See Section 2.19 on Informal Reviews and Grievance Hearings)
- B. In order to receive assistance, a family member must be a U.S. citizen or eligible immigrant. Individuals who are neither may elect not to contend their status. Eligible immigrants are persons who are in one of the three immigrant categories as specified by HUD.
 - 1. Mixed Families. A family is eligible for assistance as long as at least one member (adult or minor child) is a U.S. citizen or eligible immigrant. Families that include eligible and ineligible individuals are called “mixed”. Such applicant families will be given notice that their assistance will be pro-rated based on the number of eligible family members. They may request a hearing if they contest this determination.
 - 2. No eligible members. Applicant families that include no eligible members will be ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing.
 - 3. Non-citizen students defined by HUD in the noncitizen regulations are not eligible for assistance. The non-citizen spouse and non-citizen children are also ineligible for assistance.

§2.14 Determining Screening for Tenancy

A. Screening policy:

1. The regulations provide that any organization involved in the administration of the public housing program must deny admission to a family whose habits and practices may reasonably be expected to have a detrimental effect on the project environment.
2. CMHA in its capacity as a federally-funded housing provider and a landlord is committed to providing housing to only those families whose prior rental tenancies give rise to the belief that they will use and occupy the dwelling unit and common areas in accordance with the provisions of CMHA's lease.
3. To this end, CMHA will implement a very aggressive program of screening. Such screening will occur in a manner so as to collect information about the family which is objective and reasonable and speaks largely to the family's history of meeting critical family financial obligations (e.g. rent and utilities) and respecting the rights and property of others.

B. Information to be considered shall be reasonably related to whether the conduct of the applicant in present or prior housing has been such as would be likely to interfere with other tenants in such a manner as to diminish their enjoyment of the premises by adversely affecting their health, safety, or welfare, or adversely affect the physical environment or financial stability of the project. Activities occurring prior to three (3) years of the date of application will not be considered unless specifically noted in this policy or applicable regulation.

1. Information to be considered may include, but is not limited to:
 - a. An applicant's past performance in meeting financial obligations, especially rent and utilities.
 - b. A record of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences, even if it was with relatives and/or friends.
 - c. A history of criminal activity or pattern of violent behavior on the part of any applicant family member involving crimes of physical violence to persons or property which affect the health, safety or welfare of other residents or staff. This also includes a history/pattern of verbal threats of intent to assault residents, staff or vendors/contractors of the Authority.
 - d. A record of an outstanding debt owed any PHA. CMHA will deny admission to applicants with unpaid debts until the debt is repaid. Applicants that are determined to owe a debt to CMHA or any other subsidized housing program must provide documentation of full satisfaction of the debt within 30 calendar

days of their eligibility appointment. Failure to do so may result in a final determination of ineligibility for housing.

- e. An applicant who has committed fraud or bribery in connection with any federal housing program.
 - f. Evidence/documentation of abandonment or destruction of federally subsidized housing.
 - g. Evidence of a pattern of grossly unsanitary or hazardous housekeeping which poses serious health threats and/or the creation of hazards to the physical assets of the Authority. This determination will be made as the result of:
 - i. Third party documentation provided by an owner/manager, public or private organization such as the local welfare office, fire marshal, insurance agency, or public health department.
 - h. Evidence/documentation of attempting to secure housing benefits under false pretenses, such as the use of fictitious names, social security numbers, etc.
 - i. Determination whether a member of the applicant family is subject to a lifetime sex offender registration requirement.
2. Information necessary to make such a determination will be solicited from, but is not necessarily limited to:
- a. Prior landlords
 - b. Credit bureaus
 - c. Law enforcement agencies
 - d. Case workers
 - e. Parole or probation officers
 - f. Federal/state/local public safety agencies
 - g. Home visit of current residence
3. Where such information may not be available, CMHA may allow for the substitution of personal references. This determination will be made on a case-by-case basis and acceptable forms of personal references can include, but may not necessarily be limited to:
- a. Clergy persons

- b. Social/public or private-agency caseworkers
 - c. Educators
 - d. Public officials
- C. If an applicant as a former resident in subsidized housing was evicted for reasons listed in 2.14 B.1.b or 2.14 B.1.c above, the applicant may not be considered for housing again within a period of three (3) years from the termination date. CMHA will consider evidence of rehabilitation, presented with any application submitted during the prior three (3) year period. Evidence of rehabilitation shall be stated in a written report from a parole or probation officer, social worker or counselors/therapists or any other third party source deemed appropriate by CMHA.
- D. In the event of other unfavorable information with respect to an applicant, consideration shall be given to the time, nature and extent of the applicant's conduct and to factors which might indicate a reasonable probability of favorable future conduct or improved financial prospects, such as evidence of:
- 1. Successful completion of an approved drug or alcohol rehabilitation program;
 - 2. Applicant family's participation in or willingness to participate in social service or other appropriate counseling;
 - 3. Head/spouse actively engaged in jobs readiness or skills-based training.
- E. CMHA will consider any evidence of "mitigating circumstances" when making its final determination. **It is not the intent of CMHA to exclude families, but rather to include families that will contribute to the quality of life for all public housing occupants.**

§2.15 Screening for Criminal Activity, Sex Offender Registration and/or Substance Abuse

- A. All adult applicants shall be screened in accordance with HUD's regulations and sound management practices. Such screening will entail the receipt and review of public records and law enforcement agencies to the extent allowable under Federal, State or local law.
- B. CMHA will complete a criminal background check on all adult applicants or on any member for whom criminal records are available. Before an applicant is rejected on the basis of criminal history, the applicant will be notified by CMHA of the proposed rejection and provide the household member whose criminal history is at issue with a copy of the criminal record, and an opportunity to dispute the accuracy and relevance of that record.
- C. If any screening activity suggests that an applicant household member may be currently engaged in illegal use of drugs, CMHA shall seek information from a drug abuse treatment facility to determine whether the facility has reasonable cause to believe the household member is currently engaging in illegal drug use.

- D. An assessment of the applicant's adult family members shall include an examination of the history of criminal activity within the past three years on the part of any applicant family member involving crimes of physical violence to persons or property or other criminal acts including drug related criminal activity that would adversely affect the health safety, or welfare of other residents or staff or cause damage to the unit or development. CMHA may require an applicant to exclude a household member in order to be admitted if that household member has participated in or been culpable for criminal actions that warrant rejection.
- E. CMHA is required to reject the application of any applicant for three years from the date of eviction if any household member has been evicted from federally assisted housing for drug-related criminal activity. However, the household may be admitted if CMHA determines that:
 - 1. The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by CMHA, or
 - 2. The circumstances leading to eviction no longer exist (for example, the criminal household member has died or is imprisoned).
- F. Further the Authority is required to reject the application of a household if it is determined that:
 - 1. Any household member is currently engaging in illegal drug use; or
 - 2. The Authority has reasonable cause to believe that a household member's illegal use or pattern of illegal use of a drug may threaten the health, safety, well-being or right to peaceful enjoyment of the premises by other residents; or
 - 3. Any household member has ever been convicted of manufacture or production of methamphetamine on the premises of any federally assisted housing; or
 - 4. Any member of the household is subject to a lifetime registration requirement under a State sex offender registration program; or
 - 5. Any member of the household's abuse or pattern of abuse of alcohol may threaten the health, safety, well-being or right to peaceful enjoyment of the premises by other residents.

- G. Convictions for the felony crimes listed in the table below shall act as a bar to admission to CMHA for a period of one year from completion of their sentence, including any court ordered supervision:

	Crime	ORC #
1.	Aggravated Murder	2903.01
2.	Murder	2903.02
3.	Felonious Assault	2903.11
4.	Aggravated Assault	2903.12
5.	Permitting Child Abuse	2903.15
6.	Kidnapping	2905.01
7.	Abduction	2905.02
8.	Criminal Child Enticement	2905.05
9.	Rape	2907.02
10.	Sexual Battery	2907.03
11.	Unlawful Sexual Conduct with Minor	2907.04
12.	Gross Sexual Imposition	2907.05
13.	Aggravated Arson	2909.02
14.	Endangering Children	2919.22

- H. The unfavorable information that CMHA may consider, in determining whether to prohibit admission of an applicant under this section shall be limited to the reliable, credible, and verified information that CMHA has received.

§2.16 Mitigating Circumstances

- A. Mitigating circumstances may cause an otherwise rejected application to be accepted under certain circumstances. These circumstances include:
1. If negative information is received about an applicant, CMHA shall consider the time, nature and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct. To be considered, mitigating circumstances must be verifiable.
 2. Mitigating circumstances are facts relating to the applicant's negative behavior, that, when verified, indicate that:
 - a. the reason for the unsuitable behavior; and
 - b. that the reason for the unsuitable behavior is no longer in effect or is under control, and applicant's prospect for lease compliance is an acceptable one, justifying admission. Mitigating circumstances would overcome or outweigh information already gathered in the screening process.
- B. If the applicant asserts that mitigating circumstances relate to a change in disability, medical condition or treatment, the Authority shall refer such information to persons qualified to evaluate the evidence and verify the mitigating circumstance. The Authority

shall also have the right to request further information to verify the mitigating circumstance, even if the information is of a medically confidential nature. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify a reasonable accommodation.

1. Reasonable accommodations in existing policy and practices may be accomplished on an individual basis as long as the **essential eligibility requirements** are not altered. For example, the applicant's ability to comply with all obligations of tenancy must be evident as part of the initial screening. However, there may be a CMHA determination that all such obligations can be met by the individual with a disability through supportive services. In such cases, a reasonable accommodation or exception will be made to the established screening criteria.
2. **All** applicants will be subject to the same screening criteria, although individuals with disabilities may benefit from the concept of reasonable accommodation under Section 504 of the Rehabilitation Act of 1973.

C. Examples of mitigating circumstances might include:

1. Evidence of successful treatment;
2. Evidence of applicant's family's participation in social service or appropriate counseling service; or
3. Evidence of successful and sustained modification of previously disqualifying behavior.
4. Offending individual no longer on family composition / part of the household.

§2.17 Status of a Minor Applicant

An applicant head of household who is not yet age 18 will not be considered eligible for the waiting list nor for occupancy, "unless the applicant is an emancipated minor, defined as having the lawful and legal capacity to enter into and be bound by the terms of a contract".

§2.18 Denial of a Preference Claimed by Applicant Family

- A. An applicant will be given the opportunity to claim a preference on the application. Additionally, the family may claim any applicable preference at any time while they are on the waiting list. Any such "claim" made subsequent to the submission of the application will not change the family's original date and time of application.
- B. If a family reaches the top of the waiting list as a result of the preference(s) claimed, CMHA will first verify the preference(s) claimed before proceeding with the other required verifications.

- C. In the event that the applicable preference(s) cannot be verified at the time of eligibility, the applicant will be notified in writing that the preference claimed has been denied and they may request a review of this decision.
- D. If the decision of CMHA is not challenged, or if challenged and is upheld by the review process, the family will be remain on the waiting list with their original date and time of application absent the preference(s).

§2.19 Informal Review Procedures for Applicants

- A. For this purpose, applicants include persons who have applied for housing and been determined ineligible for placement on the waiting list, as well as applicants who have been wait-listed but subsequently determined to be ineligible as a result of the determination of final eligibility.
- B. The written notice of ineligibility will state the reason for the determination and advise the family of its right to request an informal review of the decision within fourteen (14) business days of the date of the Authority's notice of ineligibility.
- C. Applicants will be given the opportunity for informal review in accordance with these procedures:
 - 1. If such a review is requested the informal review will be conducted within ninety (90) calendar days of receiving the family's written request.
 - 2. Review shall be conducted by one or more CMHA employees designated by the CEO, except that a person who made or approved the decision under review may not conduct the review.
 - 3. Applicant shall be given an opportunity to present oral or written objections to the Authority decision.
 - 4. Applicant has the right to legal counsel or other representation at his/her expense.
 - 5. The review panel will notify the Applications Office in writing of the final decision within three (3) business days after the informal review. The Applications Office will notify the applicant within five (5) calendar days thereafter. This notice shall include a brief statement of the reasons for the final decision.

§2.20 Verification of Disability Status

- A. CMHA is required to verify that an applicant qualifies as a person with disabilities before permitting them to move to housing designated for persons with disabilities, or granting the \$400 rent calculation deduction, disability expense allowance, or deduction for unreimbursed medical expenses.

- B. Applicants and residents cannot be compelled to reveal the fact that they have a disability; however, if they do not, they may not necessarily receive any of the benefits that such status may confer. Applicants and residents will be advised of CMHA's Reasonable Accommodation Policy and will be given an opportunity to claim disability status or identify a need for a special unit feature or accommodation.
- C. To verify that an applicant or resident is a person with a disability, appropriate CMHA staff can first check to see whether they receive either Social Security or SSI disability income.
- D. CMHA staff will use a verification form to document that an applicant or resident meets the HUD eligibility definition of a person with a disability. The form should be sent to a qualified professional having knowledge of the person's disability (not necessarily a physician) who can verify the applicant's status.
- E. CMHA is not permitted to inquire about the nature or extent of the person's disability, nor is it necessary or permitted for CMHA staff to ask about anyone's diagnosis or details of treatment. If a verification source sends such information, it should not be placed in the file; it should be disposed of in a secure manner, such as by shredding. Under no circumstances should CMHA request an applicant or resident's medical records, nor should CMHA require that applicants or residents submit to physical examinations or medical tests such as TB testing, or AIDS testing as a condition of occupancy.

§2.21 Unit Offers for Applicants

- A. Based on unit availability, the applicant will be offered a unit at one (1) location;
- B. If the applicant refuses the unit offer without good cause, the applicant is withdrawn from the waiting list.
- C. All offers will be made in writing. And the applicant will have ten (10) days to consider the unit offer. The family will be advised that if they disagree with the offer based on objective criteria, such as the need for special-needs housing, etc., they may request an informal review of the determination.
- D. CMHA will maintain a record of units offered, including location, date, and circumstances of each offer, and each acceptance and refusal, including the reason for refusal.

§2.22 Good Causes for Applicant Refusal of Unit Offer

- A. There are two types of "good cause" refusals of unit offers, under which an applicant would not be withdrawn from the eligible waiting list.
 - 1. The first is when an applicant is willing to move but is unable to do so at the time of the unit offer (i.e. applicant/family member in hospital or recovering from an illness, death in family, applicant out of town).

2. The second type of good cause refusal occurs when an applicant demonstrates that acceptance of the offer could cause undue hardship, not related to considerations of the applicant's race, religion, color, sex, or national origin. Examples of this hardship include the following:
 - a. Inaccessibility to source of employment, education, or job training, day care, or educational program for children with disabilities, so that accepting the unit offer would require the adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care, or an educational program for children with disabilities.
 - b. The family demonstrates that accepting the unit offer will place a family member's life, health or safety in jeopardy. The family should offer documentation such as restraining orders, other court documents, or risk assessments related to witness protection from a law enforcement agency. Reasons must be specific to the family. Refusals due to location alone, do not qualify as a good cause.
 - c. The unit is not UFAS-accessible and will not accommodate the applicant's disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30-day notice to move.
 - d. The unit has lead-based paint and the family includes children under the age of six.
 - e. An elderly or disabled family makes the decision not to accept a unit in a designated building.
- B. If the family is able to document a "good cause", their name shall remain at the top of the waiting list until the family receives a unit offer for which they have no good cause refusal.

HOUSING PRE-APPLICATION

If you or anyone in your family is a person with disabilities, and you require a specific accommodation in order to fully utilize our programs and services, please notify the housing authority in writing.

Head of Household Information

Please fill out each field completely. Every field is required.

1. Full Name

 First Name Middle Initial Last Name

2. Gender

 Please Select ▼

3. Social Security Number

**4. Birth Date
(month/day/year)**

 Please Select ▼

6. Race

 Please Select ▼

7. Ethnicity

 Please Select ▼

8. Veteran

☐ You, or your spouse, are a U.S. Veteran.

9. Address

 Street Address
 Apartment
 Ohio Zip Code

10. Phone

11. E-mail address (If you have one)

12. Confirm E-mail address (If you have one)

Other Household Members

Please fill out each row completely for every member of the household (other than the Head). Do not add Head of Household in this section

13. Family Members

First Name	Last Name	SSN	Relationship	Birth Date	Gender	Citizenship
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/> Please Select ▼	<input type="text"/>	<input type="text"/> Please Select ▼	<input type="text"/> Please Select ▼
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Additional Required Questions

Please fill out these questions. They apply to ANY member of the family.

14. Are you or any member(s) of your family a person with a disability that needs an accessible unit?
15. Do you or any member of your household require reasonable accommodation(s) in your housing and/or during the application process consistent with CMHA's Reasonable Accommodation Policy? (view [LIPH RA Policy](#) | view [HCVP RA Policy](#))
16. If Head of Household or spouse had a substance abuse problem and completed residential treatment program, are they currently drug and alcohol free?
17. Have you or any member of the family been convicted or arrested for a crime in the last three years?
18. Are you or any member of the family subject to a lifetime registration requirement under a state sex offender registration program?
19. Head of Household Marital Status?
20. Have you or any household member ever lived in subsidized/sponsored housing before? (Select Yes or No)
21. If HOH or any household member ever lived in subsidized housing before specify the period (when).
22. If HOH or any household member ever lived in subsidized housing before enter the address, city and state.
23. Are you an emancipated minor (you must provide legal documentation as proof of emancipation at the time of your interview)

Income Information for the Family

Each question below is required. Please fill them out completely.

24. What is the total family gross income per year?
Please include all income of each family member and head of household.

Local Preferences

Please fill out these last questions. They apply to ANY member of the family.

25. **Did Head of Household or spouse successfully complete a substance abuse treatment and/or supportive housing program housed within or partnership with CMHA and continued drug and alcohol free status?** *Must provide copy of Certificate of Completion for treatment program* Please select ▼
26. **Are you involuntary displaced or about to be displaced due to: a government action, domestic violence, substandard housing, a hate crime, or avoidance of reprisal? Must be within six (6) months of application date.** *Must provide copy of verification letter from government, law enforcement, or social service agency* Please select ▼
27. **Is Head of Household a veteran or does the family have a veteran status?** *Must provide a copy of Honorable Discharge papers* Please select ▼
28. **Are you Homeless?** *Must provide referral letter from recognized homeless shelter or agency representing homeless* Please select ▼
29. **Are you currently employed working at least 20 hours per week?** *Must provide a copy of last three (3) pay stubs* Please select ▼
30. **Is Head of Household or spouse 62 years or older?** *Must provide copy of birth certificate or picture ID card with birth date* Please select ▼
31. **Are you an individual currently aging out of Foster Care?** *Must provide a letter verifying you are aging out of Foster Care* Please select ▼
32. **Are you a victim of a natural disaster?** *Must provide proper documentation from disaster relief agency* Please select ▼
33. **Are you currently enrolled in Cuyahoga County's Pay for Success Intervention Model for Family Unification?** *Must provide copy of verification letter* Please select ▼

Certification of Information

WARNING: TITLE 18, SECTION 1001 OF THE UNITED STATES CODE STATES THAT A PERSON IS GUILTY OF A FELONY FOR KNOWINGLY AND WILLINGLY MAKING FALSE OR FRAUDULENT STATEMENTS TO ANY DEPARTMENT OR AGENCY OF THE UNITED STATES AND SHALL BE FINED NOT MORE THAN \$10,000 OR IMPRISONED FOR NOT MORE THAN FIVE YEARS OR BOTH.

- ☐ I understand that any misrepresentation of information or failure to disclose information requested in this application may disqualify me from consideration for admission or participation and may be grounds for eviction or termination of assistance.
- ☐ I do hereby certify that the above information is true, accurate, and complete to the best of my knowledge.
- ☐ I understand that it is my responsibility to keep my contact information current with the Cuyahoga Metropolitan Housing Authority. (All information must be provided to the Cuyahoga Metropolitan Housing Authority in writing).

Section Three

Income Determinations

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Section 3: Income Determinations

§3.01 Statement of Policy

- A. The annual income of the family is used to determine income eligibility, income targeting, and rent. Gross annual income includes sources of income as described at 24 CFR §5.609, and as periodically revised by HUD.
- B. Annual Income means all amounts, monetary or not which:
 - 1. Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or
 - 2. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
 - 3. Which are not specifically excluded in 24 CFR§5.609 (c).
- C. Effective January 31, 2010, HUD required PHAs to use the Enterprise Income Verification (EIV) system in its entirety to verify tenant employment and income information during mandatory reexaminations of family composition and income in order to reduce administrative and subsidy payment errors. (24 CFR §5.233). For each new admission, CMHA is required to do the following:
 - 1. Review the EIV Income Report to confirm/validate family reported income within 120 days of the PIC submission date;
 - 2. Print and maintain a copy of the EIV Income Report in the LIPH tenant file; and
 - 3. Resolve any income discrepancy with the family within 60 days of the EIV Income Report date.

§3.02 Amounts Included in Annual Income

- A. **Annual Income:** The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses and other compensation for personal services. CMHA staff must take care to verify tips, bonuses and overtime pay.
- B. **Net Income from the Operation of a Business or Profession:** Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line decline, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

C. Interest, Dividends, and other Net Income of any kind from Real or Personal Property: Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only for straight-line depreciation. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. If the family has net family assets in excess of \$5,000, annual income shall include the greater of actual income derived from all net family assets or a percentage of the value of such assets based on the current national passbook saving rate, as determined by HUD.

1. Since banks and investment firms report income from assets to the IRS annually, unreported asset income may result in the family receiving a letter from HUD informing them that their income reported to CMHA does not match the income reported to the IRS.
2. CMHA staff need to know how to determine “net family assets” correctly in order to calculate income from assets correctly, including the correct application of the “cost to dispose of assets.”

D. Payments in Lieu of Earnings, such as Unemployment and Disability Compensation, Worker’s Compensation and Severance Pay [except as provided in 24 CFR 5.609(c) 14]

1. Lump sum settlements from worker’s compensation are excluded as income (although they are assets) while periodic payments from worker’s compensation are included.

E. Welfare Assistance: If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income is to be included as income shall consist of:

1. the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities, plus,
2. the maximum amount that the welfare assistance agency could in fact allow the family for the shelter and utilities. If the family’s welfare assistance is radically reduced from the standard of need by applying a percentage, the amount calculated shall be the amount resulting from one application of the percentage.

F. Periodic and Determinable Allowances: Allowances such as alimony and child support, and regular contributions of gifts received from organizations or from persons not residing in the dwelling.

1. Of all the forms of income that should be included in Annual Income, contributions from sources outside the household are the most often missed. CMHA staff should question families closely about periodic contributions received. Additionally, if a

contribution is regular, it does not need to be cash. For example, if the children's grandmother (who does not live in the household) pays her daughter's telephone bill and cable TV bills directly to the phone and cable companies, it is income to the household. It is a regular contribution and can be easily verified. Families who claim to have zero income (rather than having real excluded income, such as from foster care) but who have cars, cable TV, telephones, smoke cigarettes, etc. have some source of income, and CMHA should attempt to establish its value.

2. A court-ordered decree will serve as third party verification of the amount of alimony and child support income expected to be received by the family. No other form of verification is required unless the family asserts that they are receiving an amount that differs from the decree. In this instance, CMHA must verify the amount that is actually being received as income.
3. When third party verification cannot be obtained that counters the decree, the amount in the decree will be considered as income to the household.

G. All Regular Pay, Special Pay and Allowances of a Member of the Armed Forces (except for hostile fire pay, which is excluded at 24 CFR §5.609 (c)).

§3.03 Amounts Excluded from Annual Income [24 CFR §5.609 (c)]

A. Income from Employment of Children (Including Foster Children) Under the Age of 18.

1. Income from the employment of the family head or spouse is always included, regardless of their ages. Only earned income of children is excluded. Welfare assistance, SSI, and other non-earned income paid to children is always included in Annual Income.

B. Foster Care Payments. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).

C. Certain Lump Sum Payments. Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in 24 CFR §5.609(b)).

1. All other lump sum payments will be treated as an asset. The family must report on an interim basis these additions to their income.
2. CMHA will require repayment on a prospective basis rather than a retroactive basis in all such instances. This method will result in an increased TTP over a 12-month period and allows for the gradual repayment of the monies owed for the period of time that the agency carried the family while they were awaiting the benefit payments.

3. In the event the family receives a lump-sum payment which includes payment for a period of time that the family was not occupying the public housing dwelling unit CMHA will not include that portion of the lump sum payment in its calculation of the amounts to be repaid.
- D. **Medical expenses of a family member.** Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member are not included in the computation of annual income.
- E. **Live-In-Aide** as Defined at 24 CFR § 5.403. A live-in-aide is a person who resides with one or more elderly or near-elderly persons, or persons with disabilities who:
1. Is determined to be essential to the care and well-being of the persons;
 2. Is not obligated for the support of the persons; and
 3. Would not be living in the unit except to provide the necessary supportive services.
- F. **Student Financial Aid.** The full amount of student financial assistance paid directly to the student or the educational unit is excluded from annual income. This exclusion applies to all students, not just those eligible for the dependent deduction, and is not limited to assistance for tuition, books or fees.
- G. **Armed Forces Special Pay.** The special pay to a family member serving in the Armed Forces who is exposed to hostile fire is not included in annual income calculations.
- H. **Treatment of Military Pay:**
1. All regular pay, special pay and allowances of a member of the Armed Forces of with the exception of hostile fire pay will be included as income to the household.
 2. Unless the member of the armed forces intends to return to the public housing unit and live full-time with the family, this provision encourages them to remove themselves from the lease. Otherwise, all of the serviceperson's income is counted, not just the allotment sent home. (24CFR 5.609(c))
 3. If the family receives an allotment from a member of the Armed Forces who is not on the lease on a regular recurring basis, only the amount of the allotment will be included as income and not the full military pay.
 4. In the case of a sole leaseholder being called to active duty, CMHA will allow the tenancy and the dwelling unit to remain in effect for a reasonable period of time, not to exceed 180 days. (If active duty assignment is longer than 180 days, the tenant will notify CMHA in writing and a review of circumstances will occur on a case-by-case basis) The tenant must indicate to CMHA that they will be returning to the unit when released from active duty.

5. The sole leaseholder will (if they are able) provide proof of income (or anticipated income) to CMHA. Rent will be based on the most current information available prior to the sole leaseholder leaving on active duty assignment.
 6. The sole leaseholder will be informed about and encouraged to utilize a direct deposit for rent payments but CMHA will be flexible in accepting late rent payments in these instances and not assess the late fee.
 7. The sole leaseholder deployed to active duty will be required to complete a lease addendum (Special Circumstances for Active Duty Military Personnel) prior to departing on their military assignment.
- I. **HUD Training Programs.** Amounts received under training programs funded under HUD are not included in annual income calculations.
- J. **Certain Supplemental Social Security Benefits.** Supplemental Social Security Benefits disregarded for a limited to for the purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).
- K. **Other Public Assistance Programs.** Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of pocket expenses incurred(special education, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program are not included in annual income calculations.
- L. **Resident Service Stipend.** A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for CMHA, on a part-time basis, that enhances the quality of life in CMHA estates. Such services include, but are not limited to, where applicable, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the CMHA governing board. No resident may receive more than one such stipend during the same period of time.
- M. **Certain State and Local Government Incremental Earnings.** Incremental earnings resulting to any family member from participation in qualifying State or local training programs (including training programs not affiliated with a local government) and training of a family member as a resident management staff are not included in annual income. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment-training program.
- N. **Other Sporadic Income.** Temporary, nonrecurring, or sporadic income (including gifts) is excluded from annual income calculations.

- O. **Certain Reparation Payments.** Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era are not included in annual income calculations.
- P. **Certain Full-time Student Income.** Earning in excess of \$480 dollars for each full-time student 18 years of age or older (excluding the head of household and spouse) are not included in annual income calculations.
- Q. **Adoption Assistance Payments.** Adoption assistance payments in excess of \$480 dollars per adopted child are not included in annual income calculations.
- R. **Certain State Agency Payments for Residents Developmental Disabilities.** Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment need to keep the family member with a developmental disability at home are not included in annual income calculations.
- S. **Other Amounts Specifically Excluded by Federal Law.** Amounts specifically excluded by federal statute from consideration as income for purposes of determining eligibility and benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR §5.609(c) apply are excluded from annual income.
- T. **Imputed Welfare Income:**
1. CMHA will include in annual income any portion of a TANF payment that has been reduced/denied solely due to family fraud in connection with welfare program; family failure to participate in a required economic self sufficiency program; to participate in a required work activity.
 2. Any income the family receives to replace the “imputed welfare income” will not be included as family income.
- U. **Income Verification:** Verification of annual income is critical to ensure program integrity and is used to determine program eligibility, award preference, and determine income-based rents. It is critical that CMHA staff not make assumptions about whether someone may or may not have a particular type of income. For example, even if there are no children in the family, a family member may be receiving child support payments resulting from back support payments owed to the family member. The verification of annual income requires that CMHA staff conduct a thorough interview with the applicant/tenant. The initial interview is pertinent, as this interview sets the groundwork for future interim and annual reexamination interviews once the applicant is provided with housing. The sole purpose of the interview is to obtain complete and accurate household information in order to establish the family’s eligibility and correct level of housing benefits.

1. CMHA is required to access the EIV system and obtain an Income Report for each household, and to maintain the Income Report in the tenant file along with the form HUD-50058 and other supporting documentation to support income and rent determinations of family income and composition. If the Income Report does not contain any employment and income information for the family, the PHA should attempt the next lower level verification technique, as listed below:
 - a. Upfront Income Verification using HUD's Enterprise Income Verification (EIV) system
 - b. Upfront Income Verification using a non-HUD system
 - c. Written third-party verification
 - d. Written third-party verification form
 - e. Oral third-party verification
 - f. Tenant declaration
2. Residents are required to follow the above hierarchy unless specifically noted under tax credit income verification requirements.

V. Income Verification Guidance:

1. Projections of Annual Income shall be based on the best information available, with due consideration to the past year's income, current income rate and effective date; and shall include estimates for each income recipient in the family group (24 CFR § 960.259).
2. Overtime income should be computed in accordance with verification from the employer.
3. The income of irregular workers should be estimated on the basis of the best information available, with consideration to earning ability and work history. Estimating the income of irregular workers is difficult at best. CMHA staff should consider requiring the resident to report actual income quarterly and adjusting the rent to reflect that actual income.
4. CMHA staff review of information provided by the family such as:
 - a. Benefit checks or award letters, such as social security or disability award statements;
 - b. IRS tax forms, including Form 1099, Form 1040, Form 4506 and Form 8821;
 - c. W-2 forms;

- d. Paycheck stubs (at least three month's worth); and
- e. Child Support payment canceled checks and/or award letters.

§3.04 Earned Income Disallowance

- A. The earned income disallowance is applicable to an adult tenant who either begins earning income or experiences increased earnings. The disallowance functions as an income exclusion for a specified period.
- B. For a qualified tenant, increases in income due to earnings are completely excluded in the calculation of rent for 12 months (100% disallowance) after which the earned income is excluded for the following 12 months at a 50% disallowance.
- C. A family whose annual income increases as a result of the following criteria is considered a qualified family:
 - 1. Employment for a family member who was unemployed for a period of 12+ months prior to employment (or underemployed, i.e, earning less than the prevailing minimum wage while working for 10 hours a week for 50 weeks)
 - 2. Increased earnings by a family member during participation in any economic self-sufficiency or other job training program
 - 3. New employment or increased earnings of a family member, during or within six months after receiving assistance, benefits or services under any state TANF funded under Part A of the Title IV of the Social Security Act (as determined by the PHA in consultation with the local agencies administering (TANF) and Welfare-to-Work (WTW) programs)
- D. The income disallowance applies for a straight 24-month period with a clear start and end date, regardless of whether a family maintains continual employment during the 24-month period. A tenant can only use the earned income disallowance benefit once in his or her lifetime.
- E. The earned income disallowance will commence the first month following the reporting of allowable increases in income.
- F. EID is portable. If the tenant leaves housing where rent is subsidized by an EID-covered program and moves to other housing where rent is also subsidized by an EID-covered program, the benefit continues to be available to the tenant with the same rules applying as if the tenant remained in their original housing.
- G. Participants in the Jobs Plus program are eligible for a 100% disallowance.

§3.05 Projecting Sporadic Income

- A. Sporadic income is income that is neither reliable nor periodic.
- B. CMHA will utilize HUD acceptable methods for calculating income.
- C. If an employer cannot give an estimate of anticipated income for the next twelve months, CMHA will use the following process:
 - 1. Annualize current income and conduct an interim recertification when income changes, verifying all information through the third party verification process.
 - 2. Staff will notify tenant at the time of the annual recertification that an interim recertification will be conducted at the time of income change.
 - 3. It is the responsibility of the tenant to inform CMHA of any changes in income within 30 days of the change to facilitate the completion of the interim process and the adjustment of rent.

§3.06 Verification of Zero Income.

- A. All income representations made by the family to CMHA must be verified to ensure the accurate calculation of total tenant payment and tenant rent. When a family claims zero income the staff will use the following procedures:
 - 1. Head or co-head of household must complete a *Self Declaration Form*. This form will inquire as to how the family is currently covering living expenses such as utilities, food, clothing, etc.
 - 2. Review the family information to evaluate possible participation in publicly funded programs such as TANF and advise family of such income- producing opportunities.
 - 3. Pose questions to the family intended to probe for unreported income and to clarify any discrepancies.
 - 4. Have the head of household or co-head execute the appropriate verification forms in an attempt to validate all possible sources of income by HUD approved third party methods.
- B. If the verification form reflects income from any source the applications/re-exams specialist and/or manager will act on the information provided by the source. The staff is also to meet with the family to discuss any discrepancies and to provide the family with the opportunity to explain the discrepancies. If the family disputes the information provided by the third party the staff is to seek further clarification with the third party source. CMHA will make an independent determination in each case. The family will be offered the opportunity for an informal review of any decision reached, based upon the third party information, if the family feels that CMHA's decision has an adverse effect.

- C. When the verification reflects more money going out than coming in CMHA will include as income only those cash contributions which the family expects to receive on a regular recurring basis. Annual income means all amounts that are monetary or not, which go to, or received on behalf of the family head or spouse or any other member.

§3.07 Asset Determinations

- A. *Income from assets* is to be included as income to the household. Asset income to be included can include either *actual or imputed income* from assets depending upon the total value of assets effectively owned by the family. Accordingly, CMHA shall establish the cash value of assets held by the family. The public housing program does not have a dollar limit on the amount of assets a family can possess and still be eligible for the program, but the income produced by net family assets is counted as part of Annual Income.
- B. Definition of Net Family Assets (24 CFR § 5.603). Net family assets are the net cash value, after deducting reasonable costs that would be incurred in disposing of real property, savings, stock, bonds and other forms of capital investment, excluding interests in Indian trust lands, equity accounts in HUD home.
1. If there is any question regarding the effective ownership of an asset which may be in more than one person's name CMHA will determine ownership based upon:
 - a. Who reports the asset to IRS for tax liability purposes; and/or
 - b. Who receives the income from the asset.
 2. Where the percentage of ownership is legally defined only that portion/percentage of the cash value of the asset will be included in the calculation of net family assets.
 3. The value of necessary personal property maintained for personal use such as clothing, furniture, jewelry, automobiles, stereo/TV equipment, etc. will not be included in the calculation of net family assets. If the family, however, maintains personal property for money-making purposes (i.e., investment purposes) the value of such items will be included in the calculation of net family assets. If there is a question/dispute over whether or not personal property is to be included as an asset the definition/ test will be as follows:
 - a. Necessary personal property is not expected to increase in value; and
 - b. Necessary personal property is usually "used" by the owner.
- C. CMHA will include both current and actual assets the family now holds as well as assets the family has disposed of for less than fair market value (i.e., imputed assets) in the two year period preceding the date of certification or re-certification.
1. Where the asset(s) were disposed of for less than fair market value as the result of a legal proceeding/judgment, or the value of the asset at the time of disposal was less

than \$1,000.00; it is the policy of this Authority to exclude the imputed assets when calculating the net family assets.

§3.08 Adjusted Income – Statutory Deductions (24 CFR §5.611)

A. Determining adjusted annual income:

1. Adjusted annual income is defined as annual income less allowable deductions from income.
2. Congress has established the deductions and allowable expenses to be deducted from the gross annual income. CMHA is implementing the following *deductions* from income as applicable to each family's individual circumstances. Income-based rents are calculated using adjusted income. After determining the annual income of the household a set of mandatory statutory deductions is applied. The statutory deductions are:
 - a. \$480 dependent deduction;
 - b. \$400 elderly or disabled household deduction;
 - c. Any reasonable childcare expenses necessary to enable a family member to be employed, actively seek employment or to further his or her education.
 - d. The sum of the following items, to the extent that the sum exceeds three (3) percent of Annual Income
 - i. Unreimbursed medical expenses of any elderly family or disable family; and
 - ii. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for **each member of the family who is a person with disabilities**, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed. This deduction may not exceed the earned income received by family members who are 18 years of age or older and who are able to work because of such attendant care or auxiliary apparatus.

B. Statutory Deductions Explained. Each of the statutory deductions is discussed in the following section:

1. **Dependent Deduction.** This \$480 annual deduction is available for a member of the family (except Live-in Aides, foster children and foster adults who may be household members but are not family members) other than the family head or spouse, who is under 18 years of age, or who is 18 years of age or older and is a person with a disability, or is a full-time student. Note: There is no maximum age limit for who may qualify as a full-time student.

2. **Elderly and Disabled Family Deduction.** This \$400 annual deduction is available to families whose head of household, their spouse, or a sole member who is at least 62 years of age (elderly families), or a person with a disability (disabled families). This may also include two or more such persons living together, or two or more such persons living with a Live-in Aide. Each Elderly or Disabled Family is limited to one \$400 deduction regardless of the number of elderly or household members with a disability.
3. **Child Care Deduction.** Childcare expenses are defined as the unreimbursed amounts anticipated to be paid by the family for the care of children less than 13 years of age during the period for which annual income is computed (24 CFR § 5.603). Such amounts are deductible from annual income only when the care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education. The amount deducted must reflect reasonable charges for childcare. In the case of childcare necessary to permit employment, the amount deducted may not exceed the amount of employment income that is included in annual income. CMHA is charged with determining what is a reasonable amount, especially when the care is provided to further a family member's education. Unlike the employment related portion of the deduction, childcare costs for education purposes are not "capped" by the amount earned.
4. **Disability Expense Deduction.** This deduction covers unreimbursed costs for attendant care or auxiliary apparatus for a family member with a disability. The deduction must be applied as follows:
 - a. The reasonable attendant and auxiliary apparatus expenses must enable an adult member of the family to be employed (including the person with disabilities).
 - b. The deduction may not exceed the earned income received by adult family members who are able to work because of the care or auxiliary apparatus. When imposing the employment income ceiling, consider:
 - c. If the assistance enables more than one person to be employed, CMHA staff must combine the incomes of those persons to determine the ceiling.
 - d. If an auxiliary apparatus enables the person with a disability to be employed and frees another person to be employed, the allowance cannot exceed the combined incomes of those two people. The care and apparatus deduction includes, but is not limited to, the unreimbursed costs associated with:
 - i. Attendant Care: For example, in-home care, adult day care, nursing, housekeeping, personal care, and errand services, an interpreter for persons who are hearing impaired, or a reader for persons with visual disabilities.

- ii. **Auxiliary apparatus:** Including wheelchairs, walkers, scooters, reading devices for persons with visual disabilities, equipment added to cars and vans to permit their use by the family member with a disability, or service animals.

Note: When calculating the amount of the deduction, include payments on a specially-equipped van to the extent they exceed the payments that would be required on a car purchased for transportation of a person who does not have a disability. Disability assistance expenses include the cost of maintenance and upkeep of any auxiliary apparatus (e.g., the veterinarian, grooming and food costs for a service animal; the cost of maintaining the equipment that is added to a car but not the cost of maintaining the entire car). If the apparatus is NOT used exclusively by the person with a disability, CMHA may prorate the total cost and allow a specific amount to be applied toward this deduction. If both child care and a disability expense are needed to enable a person(s) in the family to work, the employment income used to justify the child care allowance for employment purposes may NOT be used to also justify disability assistance allowance. The total for BOTH the disability assistance allowance and the childcare allowance for employment purposes may not exceed \$150/week.

5. **Unreimbursed Medical Expense Costs.** This deduction is granted only to elderly or disabled families. A range of unreimbursed medical expenses and services can be claimed, including, but not limited to the following, to the extent that the total medical expenses exceed 3 percent of annual income:
- a. Services of health care professionals and health care facilities (doctors, nurses, practical nurses, therapists, hospitals, clinics, etc.);
 - b. Laboratory fees, X-rays and diagnostic tests, costs for blood, and oxygen;
 - c. Medical insurance premiums (including Medicare) and the insurance deductible;
 - d. Prescription and non-prescription medicines (non-prescription medicines should be prescribed by a licensed medical professional);
 - e. Transportation to/from treatment including the actual cost (e.g., bus fare) or if driving by car, a mileage rate based on IRS rules or other accepted standard;
 - f. Medical care of a permanently institutionalized family member IF his/her income is included in annual income;
 - g. Dental treatment including fees paid to the dentist for cleaning, fluoride treatments, sealants, x-rays; fillings, braces, extractions, dentures;
 - h. Eyeglasses and contact lenses;
 - i. Hearing aid and batteries, wheelchair, walker, scooter, artificial limbs;
 - j. Attendant care or periodic attendant care;

- k. Payments on accumulated medical bills (that will be due in the year for which annual income is computed) for the services of physicians, nurses, dentists, opticians, mental health practitioners, chiropractors Hospitals, health maintenance organizations (HMO's), out-patient medical facilities, and clinics;
 - l. Expenses paid to an HMO;
 - m. Purchase or rental and upkeep of equipment (e.g., where there are tenant paid utilities, the additional utility costs to the tenant because of an oxygen machine);
 - n. Skilled, semi-skilled and unskilled nursing services;
 - o. An assistive animal and the upkeep and care of the animal; and
 - p. Any other medically necessary service, apparatus or medication, as documented by third party verification.
 - q. Any item listed in IRS Publication 5-02.
6. **The 3 Percent “Deductible” for Disability and Medical Deductions.** When only one deduction is present, the 3 percent is applied to that deduction. \$400 is less than \$465, so this family receives no medical deduction.
7. **The 3 Percent “Deductible” with Both Unreimbursed Medical and Disability Expense Deductions.** Families with a head or spouse who is elderly or a person with a disability may (potentially) receive both the unreimbursed medical and disability expense deductions. Families with a member, other than the head or spouse, who is a person with a disability may only qualify for the disability expense deduction. This family will also receive the \$400 deduction for being a household headed by a person with a disability.

Note: If there is also a dependent under age 13 and childcare is needed for the head of house to work, the family will also qualify for the childcare deduction.

§3.09 CMHA Rent Policies and Schedules

- A. Local rent schedules will be established in a manner that will achieve federal and local housing goals intended to:
 - 1. Promote an income mix in each public housing community of CMHA;
 - 2. Achieve deconcentration of poverty;
 - 3. Provide a safety net for the lowest income families;
 - 4. Facilitate economic uplift.

- B. Rent will be calculated on a rounding up of \$.50 or more and a rounding down of \$.49 or less.
- C. CMHA will implement a schedule of rents to include:
 - 1. Flat rents;
 - 2. Income-based rents;
 - 3. Rents to be paid by police officers occupying public housing; and
 - 4. Rents to be paid by employees whose duties include occupying the public housing unit as a condition of employment.

D. Flat Rents:

Beginning in June 2002, CMHA implemented flat rents as an optional method for paying rent for public housing households. Flat Rents are based on the market rent charged for comparable units in the private unassisted rental market, as reasonably determined by the housing authority. In 2014, Public Law 113-76 established new parameters that CMHA must use when determining the flat rent amounts, including the provision that flat rents must be set at no less than 80% of the applicable Fair Market Rent (FMR). Effective March 2016, CMHA has set its flat rents to 80% of the applicable Small Area FMR by zip codes.

- 1. CMHA will annually give families the option to choose between paying the flat rent or the income-based rent, as required under 24 CFR 960.253.
- 2. Families cannot be given this option more than once per year, except in the case that the family has chosen the flat rent and experiences a financial hardship.
- 3. For families choosing the flat rent option, CMHA will conduct reexaminations of family income once every three years instead of annually.
- 4. In years when CMHA does not conduct a full reexamination of family income, CMHA will give the family the option of paying the flat rent or the income-based rent as calculated from the most recent examination of family income and composition.
- 5. In order for housing authority to comply with the requirements to conduct an annual rent option, and to provide families with sufficient information to make an informed choice, CMHA will do the following:
 - a. At initial occupancy, or in any year where a current program participating family is paying the income-based rent:
 - i. Conduct a full examination of family income and composition at the first annual rent option (Year 1);

- ii. Inform the family of the flat rent amount and the rent amount determined by the examination of family income and composition;
 - iii. Inform the family of CMHA's policies on switching rent types due to financial hardship; and
 - iv. Apply the family's rent decision at the next lease renewal.
 - b. At the second and third annual rent options for families that choose to pay the flat rent:
 - i. CMHA will not conduct an examination of family income for these annual rent options, and will use the income information from the examination of family income and composition from the first annual rent option;
 - ii. CMHA will inform the family of the updated flat rent amount, and the rent amount determined by the most recent examination of family income and composition;
 - iii. PHAs will inform the family of the PHA's policies on switching rent types due to financial hardship; and
 - iv. CMHA will apply the family's rent decision at the next lease renewal.
 - c. For the purpose of conducting the rent option meeting for a family that has paid the flat rent for the previous three years, and for which the housing authority has not conducted a reexamination of family income and composition in the last three years, CMHA will complete a full reexamination of family income and composition in order to update the income-based rent amount.
 - d. The family's executed worksheet with their choice of rent method will be maintained in the resident file folder.
6. For a family who is responsible for making direct utility payments to the utility company, CMHA will adjust the flat rent amount downward, using a utility allowance, to account for reasonable utility costs of an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.
7. The flat rent amount a family pays is not locked in for the three year period. If CMHA revises the flat rent amount based on the annual review of the housing authority's rent reasonableness analysis and changes to the FMR, families currently paying the flat rent amount will be offered the choice between the updated flat rent amount, and the previously calculated income-based rent.
8. In order to comply with the flat rent requirements annually, CMHA will:

- a. Calculate flat rents using a rent reasonableness methodology as defined in 24 CFR 960.253(b), for determining the flat rent based on the market rent of comparable units in the private, unassisted rental market. Such a reasonable method should consider the location, quality, size, unit type, unit age, and any amenities;
 - b. If the flat rent, as determined by the rent reasonableness study, is at least 80% of the FMR, the housing authority will set flat rents at the amount determined by the rent reasonableness study;
 - c. If the flat rent, as determined by the rent reasonableness study, is less than 80% of the FMR, the housing authority will set flat rents at no less than 80% of the FMR, subject to the utilities adjustment;
 - d. If the FMR falls from the previous year, the housing authority may but is not required to lower the flat rent amount to 80% of the FMR;
9. Upon issuance of new FMRs by HUD, CMHA will:
- a. Determine if the current flat rent is at least 80% of the new FMR;
 - b. Update the flat rent amounts if necessary to meet the 80% requirement within a reasonable time, but no later than 90 days of HUD publishing new FMRs;
 - c. Apply the new flat rents to all new admissions and to existing families at the next annual rent option.
10. Flat rent increase phase-in requirements: when determining the revised flat rent amount under the new flat rent schedule that will be effective as of October 31, 2014, if an existing tenant's rental payment would be increased by 35 percent or more as a result of changes to the flat rent amount, the increase must be phased in such that a family would not experience an increase in their rental payment of more than 35 percent in any one year.

E. Minimum Rent:

- 1. CMHA has established a minimum rent at \$25.
- 2. A family electing the income based rent will be charged the minimum rent when the \$25 minimum TTP exceeds ten percent of their monthly income and thirty percent of their monthly adjusted income.

F. Minimum Rent Hardship Exceptions:

- 1. Families subject to the minimum TTP will be advised both at the time of the lease and the annual recertification of their right to request a *hardship exception* consistent with Section 507 of the Public Housing Reform Act of 1998.

2. CMHA staff shall:

- a. Provide written notice of family's right to request a hardship exception to the minimum TTP at the time of each rent determination where a family's TTP is \$25 based on the minimum rent requirement;
 - b. Immediately upon receiving family's written certification/request, suspend the minimum TTP where family certifies that a financial hardship exists due to:
 - i. Loss of eligibility for a federal, state or local cash assistance benefit program;
 - ii. Delayed eligibility determination for a federal state or local cash assistance benefit program;
 - iii. Loss of income;
 - iv. Potential of eviction due to family's inability to pay the minimum rent; or
 - v. Death in the nuclear family.
3. Nuclear family is defined to mean, *spouse, child, stepchild, grandchild, parent, grandparent, mother - or father-in law.*
4. The property manager must receive documentation applicable to the family's request and in sufficient detail to allow CMHA to determine if the hardship is temporary or long term.
5. The family member will be exempted from the minimum rent as long as the qualifying hardship continues and is verifiable. The suspension of the minimum rent may be revoked upon the earlier of:
- a. Failure to supply the required and appropriate forms of verification within the 90 day suspension period;
 - b. Expiration of the 90 day temporary suspension of the minimum rent where the family is unable to demonstrate the hardship exception will continue beyond 90 days.
6. While the family's minimum rent is exempted, the family will be required to pay the next lowest rent – either 10 percent of monthly income or 30 percent of monthly adjusted income.
7. At the time the minimum rent suspension is revoked, the family shall resume payment of the minimum rent.

- a. If it was determined that the minimum rent suspension was only temporary, the tenant shall enter into a repayment agreement for any rent owed during the period of the 90 day suspension.

G. Live-in Police Officer Rent:

1. For the purpose of increasing security for residents of CMHA developments, CMHA will allow police officers to reside in a public housing unit. An officer is a professional police officer or other professional security personnel employed full time, i.e., not less than 35 hours per week by a governmental unit or a private employer and compensated expressly for providing police or security service. CMHA reserves the right to limit the number of officers that live on a particular estate.
2. CMHA will provide public housing units to qualified police officers strictly as a condition of their employment. These units will carry a status of unsubsidized "employee" units, and the live-in police officers will have a non-resident status, which means they are not public housing residents.
3. Conditions of eligibility:
 - a. The Live In Police Officer must be a full time employee as a professional police officer or professional security officer, having completed any required probationary period and be in good standing;
 - b. Must be a head of household; and
 - c. Will occupy unit size in accordance with occupancy standards; and
 - d. Are unable to run for residential elected offices.
4. All potential Live-in Police Officers are subject to CMHA eligibility screening and must verify current status and provide evidence that they are currently employed as law enforcement officers by a governmental unit or private employer.
5. A Live-in Police Officer lease and a memorandum of understanding must be signed as a lease addendum, as a condition of their residency. In consideration of the reduced rent rate, the officers must agree to perform 20 hours per month of volunteer service as defined by CMHA. The amount of rent becomes a flat rent, not charged according to income.
 - a. Reduced rent rate for occupancy at a high-rise building is \$268.00 per month.
 - b. Reduced rent rate for occupancy at a family property is \$224.00 per month.
6. Live-in Police Officers will be subject to CMHA's annual recertification process, to the extent required for processing of rental payments.

H. Live-in Custodian Rent:

1. CMHA will charge employees who are required to live in public housing as a condition of employment, (custodians), a flat rent of \$150.00. The amount of rent becomes a flat rent, not charged according to income.
2. Persons such as custodians, who are hired as CMHA employees and *must* live in a public housing unit as a condition of their employment, are not considered public housing residents. They are not subject to the same requirements and do not have the same rights as public housing resident. In particular, they:
 - a. Do not have to qualify as lower income family;
 - b. Are not subject to CMHA's resident selection procedures;
 - c. Do not have their rent calculated according to HUD regulations;
 - d. Are not subject to HUD lease and grievance provisions; and
 - e. Would not be able to remain in public housing if their employment was terminated.
3. Live-in Custodians will be subject to CMHA's annual recertification process, to the extent required for processing of rental payments.
4. Public Housing residents who work for CMHA but who are not required to live on the premises for purposes of employment are subject to all of the occupancy requirements and have all the same rights and responsibilities as other CMHA residents. Any amount received for their employment with CMHA must be counted as income in computing their rent. CMHA may not lower the amount they are required to pay for rent as compensation for their employment.

§3.10 Repayment Agreements

- A. CMHA may at its discretion offer a delinquent Resident a repayment agreement.

Section Four

Occupancy Standards and Unit Assignment

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Section 4: Occupancy Standards and Unit Assignment

§4.01 Statement of Policy

It is the policy and the objective of CMHA to assign units in a manner that will:

- A. Be non-discriminatory;
- B. Result in a broad social and economic mix at each development;
- C. Maximize the use of the space while minimizing the cost to the taxpayers;
- D. Meet the special housing needs of individuals with disabilities;
- E. Not result in overcrowding;
- F. Meet the family's overall housing needs consistent with the objectives of national and local housing policy.

§4.02 Determining Unit Size

- A. A unit of the size and type determined most appropriate to meet each family's housing needs will be offered consistent with CMHA's Occupancy Standards. A HUD Notice of Statement of Policy published in the Federal Register on December 18, 1998 states: "... an occupancy policy of two persons in a bedroom, as a general rule, is reasonable under the Fair Housing Act." The Statement also suggests that CMHA may consider the following in establishing its occupancy standards:
 - 1. Applicable state and local housing or occupancy codes;
 - 2. Size and configuration of the CMHA housing units;
 - 3. Limitations imposed by the capacity of water and sewer systems;
 - 4. Site density issues;
 - 5. Characteristics of individual families; and
 - 6. Avoiding both under-utilizing space and over-crowding families.
- B. CMHA will also consider any special housing needs for any household member who is identified by the family as an individual with disabilities. Reasonable modifications required to allow the use and occupancy of the unit equal to that of persons without disabilities will be accomplished consistent with federal and state law and the terms of the Voluntary Compliance Agreement.
- C. To determine the unit size to be offered CMHA will count:

1. All full-time members of the household, including family members who are temporarily absent;
 2. An approved Live-in Aide;
 3. All children expected to reside in the unit including:
 - a. Children expected to be born to women pregnant at the time of determination of final eligibility;
 - b. Children who are in the process of being adopted by an adult member of the household;
 - c. Children whose custody is being obtained by an adult member of the household;
 - d. Children who are subject to a joint custody agreement but who will live in the unit at least fifty (50) percent of the time (i.e., 183+ days);
 - e. Foster children who will reside in the unit;
 - f. Children who are temporarily absent due to placement in a foster home (verification is required for family unification);
 - g. Children who are away at school but who will live with the family during school recesses.
- D. CMHA will approve the inclusion of an adult child in the military, but only to the extent the full pay and regular allowances will be included in family's annual income.
- E. Consistent with applicable provisions of the Fair Housing Act of 1988 CMHA will not implement occupancy standards that operate to deny units to families with children unless the units have been specifically designated for an age-elderly population as approved by HUD.
- F. Families with children are not automatically precluded from occupying a unit in a mixed population estate. However, where there appears to be a family preference for such a unit assignment CMHA would first make every effort to induce such a family to accept a unit offer in a general occupancy development. For example, if a grandmother aged 65 has custody of a granddaughter aged 8, while she does qualify for elderly housing, the family may be better served by accepting housing in a general or mixed-population development.

§4.03 Occupancy Standards Policy

- A. CMHA will develop its Occupancy Standards consistent with the objectives of the Fair Housing Act and Section 504 of the ADA; as well as the Public Housing Occupancy Guide Book (June 2003). These standards will also comply with any applicable

provisions of State/local landlord-tenant law and local zoning restrictions, as well as any existing housing occupancy standards.

B. The adopted Occupancy Standards will be implemented community-wide. However, CMHA reserves the right to implement separate occupancy standards for modernization / relocation and for hard to rent estates as an incentive to induce working/higher income families into lower income projects consistent with the federal and local goal of de-concentration of poverty.

C. Current policy provides for:

1. A larger unit than would normally be assigned can be approved for a particular family if:
 - a. No eligible family requiring the unit will be available to occupy the unit within a 60 day period; and
 - b. The development where the family is assigned does not have the right-size units; and
 - c. The family agrees in writing, prior to admission, to move to the correct size unit, at its own expenses, when one becomes available and a family requiring the size unit occupied is identified and in need of such housing; or
 - d. It is determined that a person with disabilities should occupy the unit as determined by federal and state law and the terms of the Voluntary Compliance Agreement.
2. Families of appropriate size shall occupy the units. The following principles govern the size of unit for which a family will qualify. Generally, two people are expected to share each bedroom, except that units will be assigned so that:
 - a. It will not be necessary for persons of different generations or opposite sex, other than husband and wife, to occupy the same bedroom, although they may do so at the request of the family.
 - b. Exceptions to the largest permissible unit size may be made of reasonable accommodations for persons with disabilities.
 - c. Two children of the opposite sex will not be required to share a bedroom, although they may do so at the request of the family.
 - d. In determining family size, CMHA will count a child who is temporarily away from the home because the child has been placed in foster care, kinship care, or is away at school.

- e. A single head of household parent shall not be required to share a bedroom with his/her child, although they may do so at the request of the family.
 - f. A Live-In-Aide shall be assigned a bedroom, unless the disabled or elderly family agrees to accept a smaller unit.
 - g. For leasing purposes, efficiency units will be filled with applicants from the one-bedroom waiting list (there is no waiting list category for efficiency units).
 - h. The largest unit size that a family may be offered would provide no more than one bedroom per family member, taking into account family size and composition.
 - i. When a family is actually offered a unit, if they no longer qualify for the unit size assigned, they will be moved to the appropriate unit size list, retaining their preferences and date and time of application. This may mean that they have to wait longer for a unit offer.
 - j. Families will also be informed about their status and movement on the various waiting lists and sub list maintained by CMHA. Families shall be asked to declare in writing the waiting list on which they wish to be placed. If a family opts for a smaller unit size than would normally be assigned under the largest unit size standard the family will be required to sign a statement agreeing to occupy the unit assigned at their request until family size or circumstances change. A family that chooses to occupy a smaller unit must agree not to request a transfer until their family size changes.
- 3. Dwellings to be assigned so as not to require use of living room for sleeping purposes (except for 0-bedroom units);
 - 4. Unit assignments to be made so that two children of the same sex will be expected to share a bedroom unless their ages are 5 years or more apart.
 - 5. Persons with verifiable medical needs or other extenuating circumstances may be provided a larger unit than would normally be assigned through the reasonable accommodation (RA) process.
 - 6. Two adults of the same sex, who are co-heads of household, shall be assigned separate bedrooms, unless they request otherwise.
- D. The following standards will determine the number of bedrooms required to accommodate a family of a given size, except that such standards may be waived when vacancy problems exists and it is necessary to achieve or maintain full occupancy by temporarily assigning a family to a larger size unit than required. Such a family may be transferred to the proper size unit when the vacancy problems subside. Except for temporary moves, or relocation moves applicant/residents will not be assigned smaller units than established by the following guidelines which represent occupancy ranges.

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	8	10
6	10	12

§4.04 Standards for Occupancy for Add to Lease

- A. Applicant or resident family may make written request to allow persons to occupy the leased unit. This may include, but is not limited to:
 1. Live-in Aides;
 2. Foster child(ren);
 3. Child(ren) in the process of being adopted, with judicial verification.
- B. Any adult (18 years of age or older) proposed to be added to the lease of a resident family, will be subject to CMHA's routine screening criteria.
- C. If the admission is denied the tenant will be offered the right to a grievance hearing in accordance with Section 7.05. The person(s) denied admission are not entitled to a separate review/hearing.
- D. CMHA will not assign a larger unit size due to additional household members unless the family size increases due to birth, adoption, marriage, court-awarded custody, or reasonable accommodation. Exceptions to this policy may be granted only by the Chief of Staff (or designee).
- E. **Live-in Aide Policy:**
 1. A Live-in Aide (LIA) is a person who resides with a person with a disability in the same unit in order to care for the person, and that needs to meet the following requirements:
 - a. Must be essential to the care and well-being of the person;
 - b. Cannot be obligated for the financial support of the person with a disability;
 - c. Would not live in the unit other than to provide the necessary supportive

services;

- d. Is capable of serving as a Live-in Aide (possesses a level of experience capable of rendering the duties reasonably expected for providing the personal care needed to the household member with a disability);
 - e. Must be at least 18 years of age;
 - f. Cannot be a current member of the assisted household; and
 - g. Is subject to screening for suitability and criminal activity as set forth in §2.14 and §2.15 of this ACOP;
 - h. Must maintain their primary residence in the subsidized unit of the person whose disability requires the presence of the aid
2. Application for a Live-in Aide must be made through the Reasonable Accommodation (RA) process. Approval will be based on information provided by a knowledgeable professional who can verify the person's disability and the relationship between the requested accommodation and the individual's disability.
 3. There is no prohibition against a related family member acting in the capacity of a Live-in Aide. When a relative is the Live-in Aide, they will not be listed as a family member and any income of a Live-in Aide will not be counted as income to the household for purposes of determining eligibility or rent. There will be no deductions for a Live-in Aide and the Live-in Aide does not retain any right to occupancy as a remaining member of a tenant family when the tenant vacates the unit/program.
 4. If the Live-in Aide has other family members that they wish to occupy the unit with them, CMHA shall grant such approval if the addition of the Live-in Aide's family members does not result in a larger unit than would generally be allowed and the occupancy by the tenant with the Live-in Aide and Live-in Aide's family members will not result in overcrowding, per CMHA occupancy standards.
 5. The Live-in Aide is subject to CMHA's normal screening criteria. Failure of the proposed Live-in Aide to meet or exceed CMHA's applicable screening criteria, including the required criminal check is grounds for disapproval of the occupancy by the proposed Live-in Aide.

F. Keeping of Foster Children:

1. For purposes of this part, a foster child is defined to mean a minor child (age 17 and under) who has been "temporarily" placed with a family/care giver by a public or private agency with authority for such placements. Generally speaking, a foster child is not expected to occupy the unit on a long-term or continual basis.

2. An eligible applicant/resident may provide housing for foster children provided that the family complies with the following:
 - a. Such activity is disclosed to CMHA prior to occupancy of the unit by the foster children; and
 - b. Family provides documentation evidencing that one or more household members have been certified as a foster parent/certified care giver; and
 - c. Family provides documentation that the foster children expected to reside have been "placed" by a public or private agency with responsibility for such placement; and
 - d. Occupancy by the foster children named in the placement papers will not result in more than two persons per bedroom per CMHA's occupancy standards.
 - e. CMHA must receive verification of such placement from a recognized public- or private- placement agency.
 - f. Unit transfers resulting in a larger unit than originally assigned will not be made based on a change in the number of foster children expected to reside.

G. Children in the Process of Being Adopted:

1. If the applicant/resident household provides verification that they are in the process of securing the full-time custody, or custody of minor children at least 50% of the year, and there is evidence of the likelihood that such custody will be obtained within the upcoming 12 month period, CMHA will approve occupancy by such minors and the unit assignment will be made in a manner that will accommodate all such persons consistent with CMHA occupancy standards.
2. Acceptable forms of verification include, but are not necessarily limited to court records, statements from public or private agency personnel, documentation from law enforcement officials and/or documentation from legal counsel.

§4.05 Transfer Policy

- A. CMHA must assure that families are appropriately housed, and that the limited housing resources of CMHA are maximized, while ensuring the continued safe condition of the assigned units for resident families.
- B. All transfers will be made in accordance with CMHA's Transfer Procedures, utilizing the CMHA Transfer Request Form.
- C. Eligibility for Transfers: Except for Emergency transfers, Abatement transfers, Reasonable Accommodation transfers and Under or Over-housed transfers, residents who are transferring must meet the following requirements:

1. Have not engaged in criminal activity that threatens the health and safety of residents and staff;
2. Owe no back rent or other charges, and/or do not have a pattern of late payment;
3. Have no housekeeping lease violations nor any history of damaging property; and
4. Can get utilities turned on in the name of the head of household (applicable only to properties with tenant-paid utilities).

D. Priority of Transfers: All transfers will be made in accordance with CMHA's transfer procedure.

<i>Transfer Type</i>	<i>Priority over new admission</i>	<i>Mandatory or Optional</i>
Emergency	Yes	Mandatory, if initiated by Management
Abatement	Yes	Mandatory, if initiated by Management
Reasonable Accommodation	Yes	Optional
Administrative	Yes	Mandatory
Incentive	No	Optional
Under-housed	No	Optional
Over-housed	No	Mandatory
Resident Requested	No	Optional

1. **Emergency Transfer** – Families whose occupancy in units that subject them to imminent danger shall be transferred. Examples of such emergencies would include, but are not limited to, a fire, major flood or other immediate threat that renders the unit uninhabitable. In order to determine eligibility of a family to transfer due to the presence of a hazardous condition, CMHA will consider the nature and extent of the hazard and the efficacy of alternative means of abatement. To the extent possible, the transfer is to be made within the same housing development, unless an appropriate unit meeting the documented needs of the family is not available within that development.
 - a. The condition must pose an immediate threat to the life, health, or safety of the family, or renders the dwelling unit unusable.
2. **Abatement Transfer** - Families who have experienced threatened or actual acts of violence, which the law enforcement agency believes will escalate, shall be transferred. The threats of violence must not have been perpetuated or sustained by a member of the household if the reason for the transfer is to be considered valid. For purposes of this part, law enforcement agency is limited to:

- a. The family having experienced threatened or actual acts of violence, which the law enforcement agency believes will escalate. The threats of violence must not have been perpetuated or sustained by a member of the household if the reason for the transfer is to be considered valid. For purposes of this part, law enforcement agency is limited to:
 - i. Local police department;
 - ii. County police/sheriff;
 - iii. U.S. Marshall;
 - iv. State Police;
 - v. Federal Bureau of Investigations (FBI);
 - vi. U.S. Drug Enforcement (DEA); or
 - vii. Bureau of Alcohol Tobacco and Firearms (ATF).
- b. If a unit of the law enforcement community (local or national) makes a written request/recommendation that a resident family be transferred to a different estate and/ or unit, CMHA will consider the circumstances. CMHA shall document and verify reasons for the transfer request and approve such request if one more of the following circumstances are proven.
 - i. The family is the victim of a hate crime.
 - ii. The family having cooperated/provided information to the law enforcement community that now places the family at an actual or potential threat of reprisal.
- c. Abatement transfers shall be executed within 30 days or as soon as feasible after the approval of the transfer. To the extent possible families will be transferred to a location away from the current property to assist in abating the issue.
- d. Families that have been verified to qualify for transfers under the Violence Against Women Act (VAWA) shall be eligible for Abatement transfers. The actual or threatened violence to which they were subjected may be the result of domestic violence, dating violence, sexual assault or stalking. All information provided to the PHA relating to incidents of domestic violence, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault or stalking, will be retained in confidence by the PHA and will be neither entered into any shared database nor provided to a related entity, except to the extent that the disclosure is (1) requested or consented by the individual in writing; (ii) required for use in an eviction proceeding or termination of assistance; or (iii) otherwise required by applicable law.

3. **Reasonable Accommodation Transfer** – Once a person is approved for a reasonable accommodation, a transfer will be made subject to the availability of an appropriate unit. To the extent possible, the transfer will be made within the same housing development unless an appropriate unit meeting the documented needs of the family is not available within that development.
 - a. CMHA will pay the reasonable moving-related expenses for residents with disabilities who require a transfer to another CMHA development as a reasonable accommodation.
 - b. CMHA will pay the reasonable moving-related expenses for residents without disabilities who occupy a UFAS-accessible unit and are required to transfer to a vacant, non-accessible unit, upon notice by CMHA that there is an eligible, qualified resident or applicant with disabilities who requires the accessible features of the resident's unit.
 - c. Transfers of residents with disabilities and placement of applicants with disabilities requiring UFAS-Accessible Units will be centrally coordinated through CMHA's Section 504/ADA Coordinator's Office.
4. **Administrative Transfer** – CMHA may at its discretion initiate an administrative transfer due to situations such as:
 - a. Relocation;
 - b. Modernization;
 - c. Demolition;
 - d. Unit assignment plan for new public housing units;
 - e. Designated Housing; or
 - f. Failure of HUD to provide adequate operating subsidy for public housing eligible families at a mixed finance development site.

All administrative transfers will be completed at the AMP Level. All paper work will be submitted to applications upon completion of move-in.

5. **Incentive Transfer** – residents who have good tenant histories and want to move to units other than those they currently occupy are eligible for an incentive transfer on a non-discriminatory basis. CMHA may use incentive transfers to occupy recently modernized units, scattered site units, or new units. To be considered for an incentive transfer, the following conditions must be met:
 1. Residency in a CMHA development for at least three years;

2. No more than two repayment agreements, or unpaid balances at any time in the past two years;
 3. No history of disturbances that resulted in lease violations, or violence toward staff or neighbors as indicated by notices of lease violation, or NTV, in the resident's file; and
 4. Good housekeeping record.
6. **Underhoused** – Families that require a larger unit due to overcrowded conditions are determined to be under-housed. To the extent possible, the transfer is to be made within the same housing development, unless an appropriate unit meeting the documented needs of the family is not available within that development.
 7. **Overhoused** – Families that require a smaller unit are determined to be over-housed. To the extent possible, the transfer is to be made within the same housing development, unless an appropriate unit meeting the documented needs of the family is not available within that development.
 8. **Resident-Requested Transfer** - Residents may request a transfer related to job location, childcare and transportation; however, total mileage to and from such, shall be not less than 30 miles and must be verified.
 - a. It is the policy of CMHA not to grant a unit transfer simply to accommodate neighbors who "cannot get along". Activities of the neighbor(s), which violate or impede the right of others to the peaceful enjoyment of their unit will be treated as a lease violation and termination of tenancy may be pursued by CMHA.
- E. Precedence over new admissions – the following transfer categories shall take precedence over new admissions:
1. Emergency
 2. Abatement
 3. Reasonable Accommodation
 4. Administrative
 5. Incentive
- F. Transfer ratio - CMHA will house one family from the transfer waiting list categories that do not take precedence over new admissions for every twelve new applicant families housed from the waiting list.

G. General Conditions Governing Transfers

1. Transfers to other dwelling units will be made without regard to race, color, creed, religion, sex, national origin, age, disability, familial status, sexual orientation, gender identity, or sexual orientation.
 2. All transfers are subject to charges for cleaning or repair work performed by the maintenance staff on the vacated unit. All charges will be assessed after an inspection is completed by tenant and the housing manager. All applicable charges will be transferred to the tenants new account. Tenant must deposit with CMHA a security deposit on the new unit consistent with the security deposit policy in effect at the time of the transfer.
 3. Public Housing program residents may not transfer to CMHA's other housing programs, which have site-based waiting lists and require admission as a new applicant. These programs include:
 - a. Market Rent properties (Woody Woods)
 - b. Section 8 New Construction properties (Ambleside, Severance and Quarrytown).
 - c. Rental Assistance Demonstration (RAD) properties
 - d. Low Income Housing Tax Credit (LIHTC) properties, including those that are Public Housing
 4. CMHA occupancy Standards will be used in determining the appropriate bedroom size for transfers.
- H. Relocation Due to Modernization or Equivalent Activity: CMHA, if it deems appropriate, may transfer a tenant into another unit if it is determined necessary to rehabilitate the Tenant's unit. All relocation and transfers related to modernization or similar activity will be performed in accordance with CMHA's Relocation Procedure.
- I. For residents who do not accept an Emergency/Abatement transfer offer within 30 days of the original request, unless it is refused for good cause, CMHA will reclassify it to a Resident Requested transfer.

§4.06 Reasonable Modifications to the Unit

- A. CMHA will make reasonable modifications to the unit consistent with applicable federal and state law and the terms of the Voluntary Compliance Agreement. To show that a requested modification may be necessary, there should be a nexus between the requested modification and the individual's disability. A modification will not be considered reasonable if it constitutes a fundamental alteration of CMHA's program, or constitutes an undue financial and administrative burden.
- B. Reasonable modifications are to be made at the expense of CMHA and shall be made subject to the type, extent and nature of the requested modifications.

C. Acceptable evidence/documentation of the need for a Section 504 reasonable modification may take the form of a:

1. Qualified Professional's statement/description.
2. Advocacy agency's statement/description,
3. Housing manager's statement/description.

§4.07 Unit Offers for Transfers

- A. Based on unit availability, the resident will be offered a unit at one (1) location;
- B. If the resident refuses the transfer offer without good cause, the resident is withdrawn from the waiting list.
- C. All offers will be made in writing. And the resident will have ten (10) days to consider the unit offer.
- D. CMHA will maintain a record of units offered, including location, date, and circumstances of each offer, and each acceptance and refusal, including the reason for refusal.

§4.08 Good Causes for Resident Refusal of Unit Offer

- A. There are two types of "good cause" refusals of unit offers, under which a resident would not be withdrawn from the Transfer waiting list.
 1. The first is when a resident is willing to move but is unable to do so at the time of the unit offer (i.e. resident/family member in hospital or recovering from an illness, death in family, resident out of town).
 2. The second type of good cause refusal occurs when an resident demonstrates that acceptance of the offer could cause undue hardship, not related to considerations of the resident's race, religion, color, sex, or national origin. Examples of this hardship include the following:
 - a. Inaccessibility to source of employment, education, or job training, day care, or educational program for children with disabilities, so that accepting the unit offer would require the adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care, or an educational program for children with disabilities.
 - b. The family demonstrates that accepting the unit offer will place a family member's life, health or safety in jeopardy. The family should offer documentation such as restraining orders, other court documents, or risk assessments related to witness protection from a law enforcement agency.

Reasons must be specific to the family. Refusals due to location alone, do not qualify as a good cause.

- c. The unit is not UFAS-accessible and/or will not accommodate the resident's disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30-day notice to move.
 - d. The unit has lead-based paint and the family includes children under the age of six.
 - e. An elderly or disabled family makes the decision not to accept a unit in a designated building.
- B. If the family is able to document a "good cause", their name shall remain at the top of the Transfer waiting list until the family receives a unit offer for which they have no good cause refusal.

§4.09 Unit Offers for Accessible Units

- A. When a UFAS-accessible unit becomes available in the appropriate bedroom size, CMHA shall offer the UFAS- accessible unit as follows to families with household members who can benefit from the special features and or has an approved Reasonable Accommodation (RA) request:
- 1. First to a current resident in the same development, according to date and time of transfer approval, who requires the accessibility features of the vacant, UFAS- Accessible Unit and occupies a unit not having those features;
 - 2. Second, if there is no current resident in the same development who requires the accessibility features of the vacant, accessible unit and wishes to reside in that unit, then it will be offered to a current resident with disabilities residing in another development or another Asset Management Project (AMP), according to date and time of transfer approval, who requires the accessibility features of the vacant UFAS- Accessible Unit and occupies a unit not having these features;
 - 3. Third, if there is no current resident who requires the accessibility features of the vacant, accessible unit and wishes to reside in that unit, then the vacant, accessible unit will be offered to an eligible, qualified applicant with disabilities on the waiting list, according to date and time of application, who requires the accessible features of the available, UFAS-Accessible Unit; and
 - 4. Fourth, if there is not an eligible, qualified resident, or applicant with disabilities on the waiting list who wishes to reside in the available, UFAS-Accessible Unit, then it will be offered to an applicant on the waiting list who does not need the accessible features of the unit. However, CMHA will require the applicant to execute a Lease Addendum, requiring the resident to relocate, at CMHA's expense, to a non-

accessible unit within thirty (30) days of notice by CMHA when there is an eligible, qualified applicant or existing resident with disabilities who requires the accessibility features of the unit.

5. CMHA is committed to providing its residents with safe, accessible housing and non-housing facilities in accordance with Section 504 of the Rehabilitation Act of 1973, Title II of the ADA and the Fair Housing Act. This commitment includes CMHA prioritizing the disability-related needs of residents who require UFAS-Accessible Units so that such units are made available. UFAS-Accessible Units exist throughout the various sites owned and managed by CMHA. CMHA works diligently with applicants and current residents alike to ensure that anyone with a disability-related need for a UFAS-Accessible Unit is afforded an opportunity to lease one.

- B. The 504/ADA Team is responsible for coordinating all transfers and placements of persons with disabilities requiring UFAS units.

§4.10 Eligible Occupants of the Unit: Definition of A Permanently and Temporarily Absent Family Member

- A. All changes in family composition must be reported within 30 days of change.
- B. CMHA must consider all persons expected to occupy the unit for any portion of the upcoming 12-month period as a family member. All such persons will be counted for unit size assignment and the full income of all "temporarily absent" family members must be included.
- C. General Conditions:
 1. If a family member(s) is absent from the unit for more than three (3) consecutive months, except for full-time students, head/spouse in military and/or persons receiving continuing medical treatment/services, the unit will not be considered to be their principal place of residence and they will be classified as a permanently absent family member and removed from the lease.
 2. To determine whether and when the bedroom size should be changed, the case should be taken to the AMP Leader who will use an approximate time of three months as a guide, depending on the individual circumstances and verification provided.
 3. If children are removed from the unit, but after counseling the children are expected to be returned, CMHA will determine from Social Services how long it will be before the children will be returned to the unit. This situation will be reevaluated by CMHA after 90 days and any action to transfer the family may be delayed.
 4. If the children are expected to be out of the home for more than six months from the initial date of absence, the unit size may be reduced accordingly.

5. If the single adult lease holder leaves the household and if another adult is brought in to take care of the children while the adult is away, as long as the family continues to meet the definition of family, and the temporary adult passes CMHA screening criteria; and the single adult leaseholder is expected to return to the unit within a 90-day period, the family will not be terminated and the absent head of household will be considered "temporarily absent" from the unit.
6. If a member of the household is subject to any permanent order of protection which excludes someone from the home, the absent person will not be considered under the temporarily absent policy during the period the court order is in effect, but rather will be considered a family member who is **permanently absent** from the unit.

D. Spouse or Person(s) Living In a Spousal Relationship:

1. If the spouse or co-head of household leaves the household, the family must report the change in family composition, with some form of documentation supporting such claim to CMHA, as soon as it is believed that the spouse or co-head is now permanently absent.
 2. The spouse or co-head will be considered "permanently absent" if the family declares that they have been gone for three months or more of the certification period and declares they are permanently absent in writing, with some form of acceptable documentation, such as legal separation/divorce records, documentation of incarceration, military duty, etc.
 3. Persons who report that a spouse/co-head has left the household in this situation must provide adequate proof of absence if they are to be considered permanently absent during the first three months.
 4. If the spouse/co-head leaves the household and the period of time is less than three months, the family member will be determined temporarily absent unless one of the following verifications are provided:
 - a. Husband or wife institutes divorce action
 - b. Husband or wife institutes legal separation
 - c. Order of protection
 - d. Institutionalization (e.g., hospitalization or incarceration)
- E. "Proof of permanent absence" which would be acceptable would include proof that the absent family member is living in another location, such as utility bills, cancelled checks for rent, drivers license or lease or rental agreement in their name at another location or employment verification with another address.

1. If these forms of documentation cannot be provided, CMHA will consider statements from other agencies such as the Department of Social Services or local/state/federal law enforcement agency, or U.S. Postal Service.
2. If the spouse/co-head is incarcerated, a document from the Court or prison must be obtained as to how long they will be incarcerated.
3. The three months specified in this section starts from the earlier of the time the family reported the change in family composition or the date CMHA becomes aware of the change in composition.

F. Adult Child:

1. If an adult child joins the military and leaves the household, they will be determined permanently absent unless the head of household requests they be treated as temporarily absent and cooperates in confirming the full income of the adult-child in the military.
2. A student (other than the head, co-head or spouse) who attends school away from home but lives with the family during school recesses may be considered either temporarily or permanently absent (income not counted, student not on lease, etc.) at the family's option.
3. Adult children will be determined permanently absent if the family declares that they have been gone for three months or more of the recertification period and declares they are permanently absent in writing.
 - a. Persons who report that an adult child has left the household in this situation must provide adequate proof of absence if they are to be considered permanently absent during the first three months of the certification/recertification (after having been declared a family member).
4. If the adult child leaves the household and the period of time is less than three months, the family member will be determined temporarily absent unless one of these verifications are provided:
 - a. Order of protection
 - b. Documentation that they are living in another location, such as utility bills, cancelled checks for rent, drivers license or lease or rental agreement in their name at another location, or employment verification with home address.
5. If documentation cannot be provided, CMHA will consider statements from other agencies such as the Department of Social Services.
6. If no documentation can be provided, CMHA will accept a notarized statement from the family.

7. If the adult child is incarcerated, a document from the Court or prison will be obtained as to how long they will be incarcerated.

G. Joint Custody of Children:

1. Children who are subject to a joint custody agreement but who will live in the unit **at least 50 percent** of the time will be considered members of the household. The head of household shall receive any deduction applicable to such children.
2. If there is no joint-custody agreement between both parties, 50 percent of the time is defined as evidence the child will occupy unit at least 183 days of the year, which do not have to run consecutively. When both parents are on the waiting list and both try to claim the child(ren), the parent whose address is listed in the school records will be allowed to claim the school age child(ren) as a dependent.
3. If both parents are on the program or the waiting list, the child(ren) may be claimed by only one parent. The parents will be encouraged to make a decision as to which parent claims the child as a family member.

H. Sole Member of Household:

1. If the head or sole member of the household must leave the unit for more than fourteen (14) consecutive days they must notify CMHA in writing. CMHA may grant approval for the occupant to be absent from the unit for up to 90 days with good cause shown. If the occupant is absent from the unit for more than ninety (90) days without the express written approval of CMHA, the unit will not be considered their principal place of residence and the occupant will be terminated from the public housing program. If the tenant submits a written request for an extension, with supporting documentation from a reliable third party source, that s/he will return to the unit within the upcoming 30-90 day period, the AMP Leader may grant a waiver to this part based on extenuating circumstances such as: jury sequestration, military duty, necessary medical treatment away from home, temporary work assignment, etc.
2. If the sole member of the household has to vacate the unit to enter the hospital or nursing home, advice from a reliable medical source will be obtained as to the likelihood and timing of their return. If the medical source confirms in writing they will be permanently confined (i.e., 180+ days) to a nursing home, they will be considered permanently absent and their tenancy will be terminated. If they are temporarily confined, they will not be considered permanently absent until such absence exceeds 180 days. In no event, will the unit be considered their principal place of residence when they are absent for more than six months regardless of the circumstances.

I. Over-night Visitors:

1. Visitors are allowed to visit the unit for up to 30 cumulative days per year. If the person is a visitor and does not intend to become a "permanent" member of the family, CMHA does not have to consider this a change in family composition.
2. If an adult "visitor" visits in the unit for more than 30 days per year, he or she may be considered a member of the household and CMHA may require verification of income, screening info, etc.
3. Minors may visit for up to 90 days per year without being considered a member of the household as long as they have written permission of CMHA to occupy the unit for more than 30 nights in a 12-month period and the head of household reports them as temporary household members (e.g. summer visits).

J. Required Family Reporting to Manager:

1. The additional person(s), whether a family member or a visitor, must be reported to the manager within 48 hours of a visit intended to exceed the visitation period allowed under the lease/ACOP.
2. In the case of the minor visiting longer than 30 days in a 12-month period, as described above, written permission must be obtained from the manager, allowing them to continue in residence as a visitor/guest.

Section Five

Leasing and Occupancy

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Section 5: Leasing and Occupancy

§5.01 Statement of Policy

- A. CMHA will perform activities necessary to permit a family to take possession of the dwelling unit in an expeditious manner that reduces unit turnaround time (i.e., re-occupancy of the dwelling unit) and promotes occupancy by mixed income families. The leasing and occupancy activities of this part will be undertaken consistent with the objectives of the 1998 Public Housing Reform Act; prevailing HUD instructions, including the 2003 HUD Public Housing Occupancy Guidebook; applicable *non-discrimination laws*, and the provisions of this section.
- B. CMHA will take appropriate action to make the best use of available units. Families should occupy units consistent with CMHA Occupancy Standards. The only situations in which a family should occupy a unit with more bedrooms than family members would be:
 - 1. As a reasonable accommodation to a person with a disability (e.g., a resident with a disability has a large apparatus related to the disability in the apartment and an extra bedroom is the only location where it can be reasonably stored); or
 - 2. Because there is currently no demand for the unit size the family occupies (although in this situation the family must understand that they would be required to transfer if a family with the number of persons requiring the unit size qualifies for housing); or
 - 3. A resident has a Live-in Aide who needs an extra bedroom.
- C. When an applicant who is eligible and passes screening is offered and accepts a unit, the next step is lease execution. A dwelling unit is made available for occupancy for the household members authorized to reside in the unit. The leased unit is to be the family's *sole place of residence* and is to be used exclusively as residential housing unless otherwise approved by the CMHA. Several things should happen at lease signing, namely:
 - 1. The new resident pays the security deposit, if applicable, and pro-rated or full rent;
 - 2. The resident receives his/her keys, and information about the unit and development;
 - 3. The new resident and CMHA sign the Lead Disclosure form;
 - 4. CMHA gives the resident a written notice asking him/her to report deteriorated paint, and giving the name, address, and phone number for reporting;
 - 5. The resident receives a copy of the lease and all required attachments;
 - 6. The resident is informed about CMHA's move-in policies;

7. The property manager receives the resident's file; and
 8. The resident's name is withdrawn from the waiting list.
- D. With the consent of CMHA, members of the household may engage in legal profit-making activities in the dwelling unit, where CMHA determines that such activities are incidental to primary use of the leased unit for residence by the members of the household.
- E. If the family anticipates occupancy by *guests* in excess of 30 nights in a 12-month period, the family must obtain written permission from CMHA. The term guest is defined at 24 CFR §5.100.

§5.02 Occupancy Briefing

- A. All families are required to participate in an Occupancy Briefing prior to execution of their lease.
- B. Occupancy Briefing::
1. The Occupancy briefing is intended to serve as an orientation to residency where the obligations of tenancy will be reviewed with the family. Topics covered might include:
 - a. CMHA's policies and lease;
 - b. Resident and CMHA responsibilities under the lease;
 - c. Care of the unit;
 - d. Requesting maintenance service;
 - e. Paying rent;
 - f. Obtaining service in an emergency;
 - g. Conserving utilities;
 - h. Information about the resident council;
 - i. Police and security services available;
 - j. Public transportation;
 - k. Tenant fair housing, including the Voluntary Compliance Agreement;
 - l. Lead safety; and

m. Violence Against Women's Act

2. A tenant family may be required to participate in CMHA's maintenance and/or housekeeping training program. Family failure to attend such training may also be grounds for termination of the lease.

C. Move-In Inspection Program:

1. The family will be given a date/time to participate in a joint CMHA-tenant move-in inspection. The head or co-head of family must participate in this inspection. Family's failure to comply will result in either a delay in occupancy or termination of the family's application. The purpose of the move-in inspection is to document the condition of the unit at the time the family is scheduled to take possession and to note any defects, which exist.
2. If the minor defects do not diminish the utility of the unit or are not considered by family and management to pose a hazard, the family will be allowed to take possession on the scheduled effective date and staff will schedule the repairs to be completed within the first 25 days of tenancy.
3. An inspection form developed by the CMHA will be utilized for evaluating the condition of the unit at move-in on a room-by-room basis. The family's signature on this form shall signify acceptance of the unit with the noted defects, if any. Staff's signature on the form will also confirm the condition of the unit as noted.
4. An adult member of the family must sign off on any repairs accomplished as a result of the initial occupancy inspection.

D. Inspections of Occupied Units, Required Notice/PHA Right of Entry, and Tenant Repair Charges:

1. Staff may enter a dwelling unit at any time without advance notice when there is reasonable cause to believe that an emergency exists. Otherwise, CMHA will provide at least 48 hours written notice (which will advise that pictures may be taken) of scheduled inspection prior to the conduct of any routine inspection during reasonable hours. This advanced written notice is established with a regular first-class U.S. Mail postmark (if applicable) that is at least three calendar days prior to the scheduled inspection. Alternatively, CMHA may hand deliver a notice of inspection. Any such notice shall be placed inside of the unit or hand delivered to an adult member of the tenant family. When the notice is deemed to have been received (i.e., hand delivered and/or delivery via first class mail) CMHA reserves the right to enter the unit to perform any required inspection whether or not the resident family is at home. In the event an inspector enters during the family's absence from the unit, the inspector shall leave in the unit a "ticket" with the following forms of information, as applicable to the circumstance(s):

- a. Date and time of entry;
 - b. Purpose of entry (e.g., *annual inspection, HUD inspection, housekeeping inspection, etc.*);
 - c. Printed name and signature of staff member; and
 - d. Phone number to call for further inquiry.
2. Pursuant to the lease agreement, the family must allow entry after receiving advance written notice. Failure to allow or prevent entry of CMHA- and/or HUD inspectors is grounds for termination of tenancy. Under no circumstances shall the tenant be permitted to change locks or install new or additional locks. Abuse and/or neglect of the unit that results in excessive repairs (i.e., repeated repairs of the same nature, repeated extermination and/or higher than normal costs of repairs) are a lease violation.
 3. On a periodic basis, CMHA shall conduct an inspection of the occupied unit. Such inspections will occur at least annually, but based on individual circumstances, some families may be subject to more frequent inspections. The written inspection report and applicable pictures will document the need for maintenance or repairs; tenant-caused damage (over and above normal wear and use), and establish whether the family is maintaining the unit according to Authority standards. Failure to maintain the dwelling unit and premises in a safe, sanitary, and undamaged condition may result in lease termination. At minimum, the family will be charged for all repairs required as a result of damages due to the family's negligence or willful abuse.
 4. The most recently adopted schedule of *tenant repair charges* will be maintained in the estate office. At the time a family incurs charges for repairs related to tenant damage or neglect the resident shall receive an itemized billing. The family will receive a notice of payments due. These charges shall become due and payable the first of the month following the expiration of the written notice. All such charges are subject to the tenant grievance hearing process. If the family disputes the charges the family must follow the normal hearing process. Once the family has requested the grievance hearing the charges are suspended until such time as the outcome of the hearing is decided. Tenant is not required to place disputed amounts of repair charges in escrow.

§5.03 Periodic and Annual Inspections

- A. CMHA will conduct inspections of occupied dwelling units using HUD's Standard of "decent, safe, sanitary and in good repair" as the benchmark for confirming necessary repairs. Such inspections will occur at least annually. It is expected that the annual inspection of units and common areas will be accomplished consistent with HUD's Uniform Physical Condition Standards (UPCS).

- B. At least annually, staff will also perform a housekeeping inspection at which time the pet policy provisions will be reviewed and updated by management. The family could be subject to inspections that are more frequent if the staff identifies a "problem housekeeper", or a condition in the unit that could require more frequent monitoring (such as extermination). The evaluation of the housekeeping habits of the family will entail objective, rather than subjective criteria. The purpose of such an evaluation is to identify behavior that would pose a health hazard or other behaviors that would be destructive to property or create a nuisance to other residents. Staff will utilize a checklist developed for this purpose.
- C. Families evidencing housekeeping problems will be counseled and placed on a monthly schedule of inspection. If the family evidences a continuing pattern of poor housekeeping that adversely affects CMHA's property interest, and/or otherwise poses a threat or hazard to the project environment as evidenced by two (2) consecutive failed inspections, a referral will be made to Housekeeping Classes. Upon completion of Housekeeping Classes, an inspection will be conducted, if failure occurs, termination of lease may occur. If family fails to attend classes, termination of lease will occur.
- D. Management, independent contractors or, maintenance staff, may carry out such inspections.

§5.04 Dwelling Unit Leases

The CMHA will develop and implement a lease that reflects both the required provisions of the Federal regulations at 24 CFR 966.4 and applicable provisions of Ohio or local Landlord-Tenant Laws. Periodically, changes to the lease may be necessary. No changes will be implemented until tenant comments have been received and considered.

§5.05 Execution of Dwelling Leases and Terms of Lease

- A. The CMHA requires an executed dwelling lease between CMHA and each of the resident families. The public housing lease is a legal contract between CMHA and a resident. The lease establishes CMHA's obligations to residents as well as the obligations of residents to CMHA. CMHA requires that dwelling unit leases be kept current at all times and reflect current rent and occupancy composition through amendments to the original lease. The duly adopted Authority lease(s) is/are hereby incorporated as a part of this policy (ACOP Chapter 11).
- B. Before the family executes the lease, appropriate CMHA staff will review the terms of the lease with the resident and answer any questions new residents may have before lease execution.
- C. The CMHA requires that the head of household and co-head, execute a dwelling lease, in duplicate, at admission. CMHA will retain the original as a record and provide the copy to the tenant family.

- D. Prior to leasing, CMHA will inform families that only those persons listed on the most recent certification form and lease shall be permitted to occupy the dwelling unit. The lease must require that the family request CMHA approval of additional household members other than by birth, adoption, or custody of a child, in which case the family must notify CMHA of this event (see 24 CFR §966.4). Families have the right to request and utilize the grievance procedure if a request for an addition to the household is denied.
- E. The lease will require the tenant to agree to transfer to an appropriate size dwelling unit based on family composition upon notice by CMHA that such a unit is available.
- F. If head of household and co-head cease to occupy the unit and are deemed permanently absent by the CMHA, the lease terminates unless there is an eligible adult family member. The CMHA will notify the Department of Welfare, Child Protective Services unit, of any minors remaining to be removed from the unit.
- G. The term of lease shall be for one year renewable annually upon certification. CMHA may terminate the family's right to occupy the unit during the term of lease only for the following:
 - 1. serious or repeated violation of material terms of the lease;
 - 2. being over income for the program as provided in 24 CFR §960.261; and
 - 3. other good cause (see 24 CFR §966.4 (1)).
- H. The CMHA may elect not to renew the annual lease for failure by one or more adult family members to comply with any required community service requirements during the prior 12-month period, under the mandated HUD requirements.
- I. Changes in family's rent during the term of lease (i.e. between regularly scheduled reexaminations of family circumstances) require only a written notice of rent change signed by CMHA and the family head/co-head. A change in unit assignment will require a new lease.
- J. Residents of CMHA have the right to receive visitors and guests at their home if they follow established CMHA policies. The head of household is responsible for the conduct of their visitors and guests just as they are for the members of their own household. This includes guest behavior anywhere on or near CMHA property.
- K. CMHA will consider unauthorized occupants to be trespassers. The family in tenancy that allows an unauthorized occupant to reside in their unit is not in compliance with the lease and is subject to termination of the tenancy. Some examples of unauthorized occupants include:
 - 1. A former resident of CMHA who has been evicted from a CMHA development;

2. Family members over the age of 17 or emancipated minors who moved from the dwelling unit to establish new households;
 3. Persons who have joined the household without undergoing screening;
 4. Persons who stay in the unit beyond an authorized period; and
 5. A person that came to the unit as an extended visitor because the resident needed support (e.g., after a medical procedure but stayed on in the unit beyond the time needed by the resident).
- L. The tenant family, its guests and other persons under the tenant's control, such as foster children and Live-in Aide, must comply with all of the terms of occupancy. Serious and/or repeated violations of the lease terms are grounds for termination of tenancy upon proper notice by CMHA. On-going family duties include, but are not limited to:
1. Maintain the unit and common areas in decent and safe manner, including family duty to promptly notify management of any unit defects and required repairs and to not store or manufacture hazardous or illegal materials.
 2. Prohibit/prevent any family member or guest from engaging in illegal activity, loud and disturbing noise, threatening behaviors, alcohol abuse, and destruction of property.
- M. The CMHA maintains insurances to safeguard against financial loss involving Authority-owned property and supplies. Residents shall be encouraged to purchase insurance for any potential loss of resident's property.
- N. Family failure to maintain utilities in their name as specified in their lease constitutes grounds for termination. Residents who demonstrate a good faith effort to maintain utilities but experience a financial burden, may request a transfer to a utility supplied unit.

§5.06 Banned Policy

- A. CMHA authorizes Management in conjunction with the CMHA Police Department to ban certain individuals from all property that is owned or managed by CMHA to provide for the safety of all its tenants. Individuals who have engaged in illegal activity, including drug activity will be banned from CMHA property.
- B. The initial request for banning may be initiated by the Property Manager and substantiated by credible evidence. Management shall post the banned list at all CMHA properties.
- C. If at any time during the banned period, the banned individual(s) is found knowingly entering or remaining on CMHA premises, they will be arrested and prosecuted for Criminal Trespass.

- D. Any tenant that knowingly allows a banned person to be on CMHA premises shall be issued a Notice to Violator (NTV) Ticket and be held responsible for the banned person's activity while on the property.

§5.07 Lease Amendments

- A. The CMHA may initially and periodically prescribe an amendment to the lease for family changes such as changes in tenant rent or authorized household members. Management may also periodically develop new lease requirements or implement HUD-required lease provisions through a lease amendment, such as the *Pet Lease Addendum*. All such amendments carry the force and effect of contract and are incorporated into the lease by reference.
- B. The Family's failure to execute a required lease addendum, after receiving 60 days advance notice, will result in a notice of termination.

§5.08 Remaining Member of the Tenant Family

- A. The right of the remaining family member to grieve does not signify that a remaining family member has the automatic right of succession to the leasehold interest of the original tenant who entered into the lease with the CMHA. When the head of household or spouse vacates the unit, the Security Deposit remains with the unit and the remaining family members until every remaining family member has vacated the unit. If the remaining family members are not eligible to remain in the unit, the security deposit will be returned in accordance with established Tenant Accounting procedures.
- B. The tenancy right rests with the lessees who executed a lease with the CMHA as a tenant of the unit. When the original lessee dies or permanently departs the unit, then the remaining family member(s) constitute a family and are eligible for continued assistance, assuming there is an adult household member who had previously executed the lease agreement and the remaining family member(s) had been previously authorized to occupy the unit. Given that there is no automatic right of leasehold succession, the decision on whether to renew or affirm the tenancy, by executing a new lease with a remaining family member who possesses legal capacity, is subject to the routine screening practices of CMHA.
- C. The remaining member of the tenant family is defined herein as, *an adult person who was a party to the current lease*. This definition does not necessarily exclude all other remaining adult household members, but rather establishes the right of the CMHA to subject any other adult household member(s) to the same level of screening that would have been undertaken for any other adult leaseholder. The CMHA may deny continued eligibility for occupancy of the unit to any such person who fails to meet the normal screening criteria of CMHA.

§5.09 Rent and Other Charges Due Under the Lease

- A. Tenants' rent will be calculated using the procedures and definitions provided by HUD at 24 CFR Part 5 Subpart F, and as may be periodically amended by HUD. *Tenant's rent* under this part can be established pursuant to CMHA's adopted *Rent Policies*, which include:
 - 1. Income-based rents
 - 2. Flat rents
 - 3. Minimum rents
 - 4. Special rents (Police Officers and Resident Employees)
- B. The family will annually elect their form of rent. To facilitate the *family's choice of rent* CMHA will provide a worksheet with each of the options and the specific amount under each rent option. The family head must check which option/amount elected. A signed copy of the worksheet will be maintained in the tenant file.
- C. *Tenant Rent* is due and payable the first day of each month in the amount specified in the lease and/or most recent certification. Rent may be paid electronically or at any CMHA designated location. Rental payments received after the close of business on the tenth (10th) calendar day of the month are considered delinquent. If the 10th of the month falls on a Sunday or holiday, rent must be paid by close of business on the day after the Sunday or Holiday. CMHA will impose a late fee of \$10.00 for delinquent rent payments, unless the tenant's monthly rent is less than \$40.00, then the maximum late fee is 25% of the tenant's monthly rent. CMHA may waive late fees and/or any applicable *minimum rent* requirement upon written request with supporting documentation for any of the following reasons:
 - 1. Death in immediate family (i.e., authorized occupants of dwelling)
 - 2. Loss of employment
 - 3. Loss/delay of benefits under a cash assistance program
 - 4. Other financial hardships as approved by the area manager
 - 5. Payroll deducted employees who are in a paid status.
- D. Payments of rent and other charges:
 - 1. Payments of rent and *other charges* must be paid by personal check, money order, credit card, or certified check, in accordance with CMHA's Rent Collection Policy.

2. Four (4) delinquent payments in any 12-month period is sufficient cause for termination of tenancy for *continued late payment of rent*, without regard to whether or not the family is current in rent and has paid all accumulated late fees.
3. Management may deduct accrued, unpaid late fees and any other charges from the tenant's security deposit at move-out.
4. When a resident executes a lease on a day other than the 1st day of the month the initial term of lease shall begin on the date the lease is executed and shall end on the last day of the month. For this initial term, the rent and the utility allowance (if applicable) will be calculated based on a thirty day month regardless if the month actually has 28,29, or 31 days.
 - a. To determine the rent due, divide the tenant payment by 30 and then multiply this number by the number of days left in the month.
 - b. The utility allowance will be calculated in the same manner, except the pro-rated utility allowance will be deducted from the pro-rata rent amount.
5. CMHA will pro-rate move out amounts, in accordance with the existing dwelling lease.

E. Other Resident Charges:

1. The CMHA will assess residents a charge for tenant caused damage to its Conventional housing facilities (i.e., dwelling unit and/or common areas). Where there is no specific cost listed for an item of work, the charge to the family will be based upon the CMHA labor rate times (x) the hours of labor charged to the job plus (+) the actual cost of parts and materials that were used on the job.
 - a. A Schedule of Charges as defined by CMHA in Administrative Order 36.0 will be maintained by CMHA and periodically updated. A copy of this schedule will be posted in all management offices and shall be made available upon request.
 - b. The CMHA will not charge for any repairs that are necessitated by *normal wear and tear*; nor will there be a charge for any scheduled periodic work, such as painting or extermination. However, if extermination is required on other than the pre-established scheduled basis and there is a determination that the extra extermination services are due to the negligence of the tenant family, the CMHA reserves the right to charge for said service.
2. Authority staff may not perform repairs on personal items/appliances of the tenant. However, Authority maintenance personnel must perform any installation of tenant-owned air conditioning units. A charge for each unit installed will be assessed to the tenant family in accordance with CMHA's established schedule of charges.

3. The CMHA may also impose a charge for extra management services such as lock changes or lockout calls outside of normal business hours.
4. The CMHA may impose court costs actually incurred from tenants who wish to avoid or settle an impending court action. Court costs do not include attorney fees.
5. Any charges, other than rent, shall become due and payable the first of the month following the two week written notice of other charges due and payable to CMHA.
6. Family failure to pay such charges by the due date, noted in the notice to tenant, will result in a termination of tenancy action. The termination will include the family's right to request an informal meeting or to access the grievance process. The family may be offered the opportunity to enter into a repayment agreement subject to CMHA's established policy.

F. Security Deposits:

1. The CMHA requires a residential security deposit from all Conventional applicants as a condition of occupancy at the time of lease execution. The security deposit for family's occupying a public housing unit is the greatest of \$50 or the family's *total tenant payment*. This formula is also applicable to families who elect the *flat rent* upon initial occupancy.
2. The full deposit must be paid within 90 days of initial occupancy. The security deposit installment agreement will be executed as a lease addendum. Family failure to make full and timely payments shall constitute a lease violation subject to a 30-day notice of termination.

G. The Security Deposit will be returned within 30 days of move-out, (less any applicable charges), if the following conditions are met:

1. There is no unpaid rent and/or charges for which the resident is liable under the lease or as a result of breaching the lease.
2. The dwelling unit and all equipment are left clean, and all trash and debris have been removed by the family.
3. There is no breakage or damage beyond that expected from normal wear and use.
4. There are no family members remaining in the unit.

H. Tenant is required to give a 30-day advance written notice of intent to vacate and all keys issued have been returned to the management office when the family vacates the dwelling unit.

I. The Security Deposit may not be used to pay charges during the tenant's occupancy.

- J. If the tenant family will be transferred from one public housing dwelling unit to another the CMHA will conduct the required move-out inspection and determine what charges, if any, should be assessed to tenant's new account. The CMHA will establish the security deposit for the new unit based upon the current security deposit policy and the family will be required to pay the balance/new deposit amount in effect at that time. The security deposit will not be updated for residents who are transferred due to abatement transfer.
- K. Residents at Woody Woods or CMHA Fair Market rent properties or Section 8 New Construction cannot transfer the security deposit to low-rent conventional CMHA units. The security deposit must be closed out in these programs and then applied as a new security deposit on the low-income conventional unit at the time of move-in.
- L. The CMHA will assess a *Pet Security Deposit* for the keeping of pets where such ownership is approved by CMHA, and the family executes a *pet lease addendum*. The pet security deposit is to cover the cost of damages created by the pet. Tenant will be given a list of all such damages and the applicable charges that will be deducted from the pet deposit at the time the tenant vacates the unit or the pet is removed from the unit, whichever occurs first. Tenant will also be advised of their right to an informal meeting and/or grievance hearing should they dispute the charges.
- M. A survey of utility rate changes applicable to CMHA's jurisdiction will be made annually and the Schedule of Tenant-Paid Utility Allowances and related services will be periodically adjusted by CMHA in accordance with the results of the survey. Utility allowances may be adjusted upward or downward, or remain the same, dependent upon the most recent data regarding overall consumption and rates for the larger community (not just the public housing community).

§5.10 Form of Payment.

CMHA will accept personal checks, guaranteed checks such as money orders or cashier checks, credit cards, and direct deposits as acceptable forms of payment for rent and other charges.

§5.11 Family Absence, Abandonment and Recovery of the Dwelling Unit.

- A. When the CMHA has information and evidence that the dwelling unit is not being occupied by the resident's family for a period of 30 consecutive calendar days without prior written consent of CMHA, CMHA may reclaim the premises and proceed to declare the unit abandoned and initiate lease termination. Such action will be taken in accordance with applicable provisions of Ohio State and local laws.
- B. With the written consent of the AMP Leader, the lessee may be absent from the unit for up to 90 consecutive days. Continued approval for absences in excess of 90 days may only be granted by the Director of Asset Management. A family absence that exceeds 180 days constitutes abandonment, and CMHA will file for possession of the unit. No approved absences exceeding 180 days can be granted by CMHA.

§5.12 Fire Units

- A. Immediately following the fire, the Manager in consultation with Safety Management will determine if the unit is still habitable. If not, the tenant family will be relocated. CMHA shall offer an available unit that is the appropriate bedroom size for the family under the Occupancy Standards under the emergency transfer procedure.
- B. Upon receiving documentation as to the cause of the fire, CMHA will make a determination as to the application of charges and /or future tenancy of the family, if it has been determined that the fire was due to contributory negligence by the family. In this case, CMHA will assess charges in accordance with the Charges to Residents for Replacements, Repairs and Services policy.
- C. Risk Management shall be notified of all fires, regardless of size within 24 hours by Management.

Section Six

Annual and On-going Management Activities

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Section 6: Annual and On-going Management Activities

§6.01 Statement of Policy

- A. CMHA conducts four activities on an annual and/or interim basis when the family has entered the continued occupancy cycle. These activities are:
 - 1. Annual Examination of Family Income, Composition and Compliance with any required community service requirements applicable to the family;
 - 2. Interim Examination of Family Income and Composition (as applicable);
 - 3. Annual Inspections including, but not necessarily limited to:
 - a. Uniform Physical Condition Standards (UPCS) inspections
 - b. Housekeeping inspections
 - 4. Survey of Utility Suppliers and Establishment of an updated utility allowance schedule.
- B. Effective January 31, 2010, HUD required PHAs to use the Enterprise Income Verification (EIV) system in its entirety to verify tenant employment and income information during mandatory reexaminations of family composition and income in order to reduce administrative and subsidy payment errors. (24 CFR §5.233)
 - 1. Using EIV as an upfront income verification (UIV) technique will enable CMHA to validate tenant-reported income during interim and annual reexaminations of family income; as well as streamlining the income verification process. This will result in less administrative burden in complying with third party verification requirements. Additionally, EIV will help to identify and cure inaccuracies in housing subsidy determinations, which will benefit PHAs, tenants, and taxpayers and will prevent fraud and abuse within the Public Housing program.
 - 2. The EIV System is a web-based application, which provides PHAs with employment, wage, unemployment compensation and social security benefit information of tenants who participate in the Public Housing program under the jurisdiction of the Office of Public and Indian Housing (PIH). Information in EIV is derived from computer matching programs initiated by HUD with the Social Security Administration (SSA) and the U.S. Department of Health and Human Services (HHS), for all program participants with valid personal identifying information (name, date of birth (DOB), and social security number (SSN)) reported on the form HUD-50058.
- C. CMHA accomplishes annual re-exams by an anniversary date schedule.
 - 1. The annual reexamination of family income, composition, and community service compliance, are conducted in accordance with current HUD policy.

2. The staff are to initiate the required reexam activities at least 90-120 days prior to the anniversary date to ensure adequate time for family interviews, receipt of third party verification and the advance written notice to the family of the changes and effective date of any changes in tenant rent or household composition which will result in a required unit transfer.

§6.02 Annual Recertification

A. Residents who meet the following criteria are eligible for continued occupancy:

1. Qualify as a family: Remaining family members qualify as a family so long as least one of them is of legal age to execute a lease. Remaining family members can also include court recognized emancipated minors under the age of 18.
2. Are in full compliance with the resident obligations as described in the dwelling lease. Except for failing to comply with Community Service requirements, public housing authorities cannot refuse to renew their residents' leases. Leases can only be terminated for serious or repeated violations of the material terms of the lease.
3. At the annual reexamination, residents are required to document the social security numbers of any new household members including children born, adopted, or placed in the family by Court-awarded custody since the admission or the previous reexamination.
4. Who meet HUD standards on citizenship or immigration status or are paying a pro-rated rent (24 CFR §5.500).
5. Who are in compliance with CMHA's 8 hour per month community service requirements. This requirement is applicable to certain adults who are neither elderly, a person with a disability, already working or otherwise exempt. (See 24 CFR §960.601)
6. Criminal Background checks may be conducted for all household members age 18 and over.
7. Residents with an annual household income exceeding the 80% low income level will remain eligible for continued occupancy.

B. CMHA is mandated by law to verify information related to income, assets, preferences, deductions, and screening of applicants and residents families (24 CFR §5.617 and 960.259). After a family is admitted to CMHA, they must comply with HUD and CMHA rules on continued occupancy to remain tenants in good standing. Families will be required to complete an application for continued occupancy (ACO) and to provide necessary information on income, assets, allowances and deductions, and family composition, at least annually. Families must provide the following information:

1. Family composition;

2. Age of family members;
 3. Annual income and sources of income of all family members;
 4. Deductions for computing adjusted income;
 5. Assets;
 6. Community Service and economic self-sufficiency activities and exempt status of all family members age 18 and over;
 7. Social security numbers for any new family members; and
 8. Citizenship or eligible immigrant status of new family members.
 9. Notification that any household member is subject to a lifetime sex offender registration program in any state.
- C. Staff is required to solicit third party verification of a family's written representations. Staff also must analyze the verified information when making a determination as to:
1. Eligibility of the resident as family or as the remaining family member;
 2. Unit size required for the family (using the Occupancy standards established by CMHA in the ACOP);
 3. Income-based rent the family should pay (although all residents have the right to pay flat rent).
- D. Families in non-compliance with the annual recertification process shall receive notification that they will be processed for eviction unless they complete the annual recertification process.
- E. Families that have not responded to the second recertification notice will be considered in non-compliance. As an alternative to the eviction process, CMHA may raise the tenant rent of these non-compliant families to the flat rent amount established for their unit until such time that an income-based rent can be determined through completion of the recertification process.
- F. CMHA shall provide every family with a copy of the HUD 5380 (Notice of Occupancy Rights Under the Violence Against Women Act) at every recertification.

§6.03 Reporting of Changes Between Regularly Scheduled Reexaminations

Participating families will be required to report the following changes in family circumstances between regularly scheduled recertifications:

- A. The tenant must report all changes in the household composition:

1. If a household member vacates the unit and is considered by the family to be permanently absent; or
 2. A new person is proposed to move into the unit. That person is subject to the screening process.
- B. The tenant may report any of the following changes, which would result in a decrease in the tenant's rent:
1. Loss of income;
 2. Change in family composition;
 3. Increase in allowable expenses (i.e., childcare, disability assistance, and medical).
- C. The tenant must report any of the following factors, which could result in an increase in rent:
1. Any increase in annual income greater than \$2500.00 to any family member, including any new additions to family composition;
 2. Receipt of a deferred payment in a lump sum, which represents the delayed start of a periodic payment such as unemployment or a deferral due to a dispute (such as back child support payments);
 3. A household member who was reported as unemployed on the most recent certification or recertification obtains employment;
 4. Any changes reported by tenants other than those listed in (A), (B) or (C) above or those situations listed below will not be processed between regularly scheduled annual recertification.

D. Special Circumstances for Active Military Duty

If the sole leaseholder called to active duty is still out of the unit at the time of the annual recertification, CMHA shall attempt to obtain current information to the best of CMHA's abilities and document the resident file. This is to be done on a case-by-case basis and CMHA will be flexible in the application of its annual recertification process in this special circumstance.

§6.04 Standard for Timely Reporting of Changes

- A. The standard for reporting changes for interims in a timely manner is for the family to report any required change by the end of the month in which the change occurs.
- B. Third party verification will be obtained to verify the change(s).

§6.05 When the Income Change is Reported in a Timely Manner

- A. When the family reports a required change in a timely manner the housing authority will notify the tenant of any change in the Tenant's Rent to be effective in accordance with the following guidelines:
 - 1. Increase in the Tenant Rent will be made effective on the first of the month following the 30-day notice of rent increase.
 - 2. Decreases in the Tenant Rent will be effective the first of the month following the month the change occurred.
- B. The change may be based on the documentation the tenant brought with them to the interview, followed up by the third party verification sent to CMHA. In most cases, this will result in a retroactive decrease in tenant rent and the family is not liable for rent payment until the interim has been completed and the family has been notified of the amount and effective date of the change.

§6.06 Choice of Rent

During the annual reexamination process, CMHA must give each tenant the choice between income-based rent and flat rent.

§6.07 Reexamination of Flat Rent Families

- A. If a tenant family chooses the flat rent option, CMHA is required to conduct a reexamination of income at least once every three years. However, CMHA will verify family composition, community service and other pertinent circumstances on an annual basis. CMHA is required to provide the family with an income-based rent amount only in the year that the annual reexamination is conducted unless the tenant specifically requests it and submits updated income information in the three year period. If there is a change in family composition that causes the family to be over or under housed, the family will be referred to the Manager.
- B. A family paying the flat rent may request an interim reexamination due to loss of income or increases in allowable expenses to switch to the income based rent amount for their current unit. These circumstances must be verified in writing. When a family has switched from flat rent to income based rent, the family will be required to complete recertification on an annual basis. This reexamination will be effective with their anniversary lease date.

§6.08 Timing of the Next Annual Recertification

The family's annual date of re-exam will remain the same. The anniversary date will always be the first day of the month in which the family first received assistance, without regard to the number of interim re-exams conducted.

§6.09 Community Service Requirement

- A. The intent of the community service requirement is to have all non-exempt adult members who are beneficiaries of federal housing subsidies do volunteer work or duties that are a public benefit and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in their community. Community service is not employment and may not include political activities (24 CFR §960.601).
- B. Each non-exempt adult member (18 and older) of a public housing development shall perform eight (8) hours of community service per month within their community or participate in an economic self-sufficiency program for eight (8) hours per month, or a combination thereof. CMHA will provide assistance through the Resident Services Department to identify community service opportunities.
- C. To be in compliance, each non-exempt family member must have completed eight hours a month for twelve (12) months or a total of 96 hours of community service during the twelve-month period prior to the household's recertification date.
- D. Residents in non-compliance with this requirement at the time of their annual recertification will be given the opportunity to make up the deficiency in required hours over the next twelve-month period. If at that time it is determined that the resident(s) did not meet this requirement, the lease may not be renewed and the family may be issued a 30-day notice for non-compliance with the lease, unless the non-compliant member agrees to move out and a new lease is signed that amends the family composition accordingly. The family may utilize the grievance procedure to appeal this determination.
- E. An adult household member may be exempt if one of the following criteria is met:
 - 1. Is age 62 or older;
 - 2. Person with disabilities and certifies that, based on the disability, he or she cannot comply with the requirement;
 - 3. Caretakers of a person with disability who have certified that based on the disability, he or she cannot comply with the requirement;
 - 4. Is engaged in work activities (at least 20 hours per week);
 - 5. Meets the requirements for being exempted from having to engage in a work activity under the State program funded under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.) or under any other welfare program of the State, including a State-administered welfare to work program;
 - 6. Is a member of a family receiving assistance, benefits or services under a State program funded under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.) or under any other welfare program of the State, including a State-administered welfare to work program, and has not been found by the State to be in non-

compliance with such a program.

- F. CMHA residents who have participated in full time employment for at least a year, but have lost their income may receive a community service waiver for a minimum of two months while looking for employment.
- G. It is the resident's responsibility to fulfill the community service requirement and maintain a record of third-party certified documents validating community service work, copies of which are to be provided monthly to the Property Manager of their estate for monitoring purposes.

§6.10 Inaccurate Information

- A. For families where an error has been made at the time of admission or reexamination by CMHA, an interim reexamination will be completed upon notice to CMHA. CMHA will correct the rent amount and the tenant will not be charged retroactively for any increase in the total tenant payment, however any decrease in tenant rent will be retroactive.
- B. If CMHA finds the tenant has willfully or intentionally misrepresented the facts on which the rent is based, CMHA will correct the rent calculation and the tenant will be responsible for the retroactive amount of these monies.
- C. If CMHA determines after investigation that the resident's actions were willful or intentional, CMHA will move to terminate the dwelling lease and recoup any monies owed to CMHA. CMHA may refer the results of the investigation to the appropriate City or County official for prosecution. CMHA will aggressively seek to collect any additional funds owed from tenants when the misrepresentation of any required or requested information is willful or intentional.

Section Seven

Termination of Tenancy

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Section 7: Termination of Tenancy

§7.01 Statement of Policy

- A. It is the intent of the Cuyahoga Metropolitan Housing Authority (CMHA) to provide housing and housing-related services to residents consistent with CMHA's obligations under the Lease Agreement and its responsibility as a landlord under any applicable provisions of State/local law. Similarly, it is the intent of CMHA to provide and promote housing and a quality of life in its housing developments in a manner which best meets the housing and community needs of all residents.
- B. CMHA will aggressively pursue termination of tenancy for any and all families who commit serious or repeated violations of the material terms of the lease.

§7.02 Grounds for Termination of Tenancy by CMHA [24 CFR §966.4(1)]

- A. CMHA may terminate the tenancy for serious or repeated violation of material terms of the lease, including, but not limited to the following:
 - 1. Failure to make payments due under the lease;
 - 2. Failure to fulfill household obligations as described in 24 CFR §966.4 (f);
 - 3. Other good cause, which includes but is not limited to:
 - a. Discovery after admission of facts that made tenant ineligible;
 - b. Discovery of material false statements or fraud by the tenant in connection with an application for assistance or with reexamination of income;
 - c. Failure of a family member to comply with community service requirement provisions (this is grounds for non-renewal of the lease and termination of tenancy only at the end of the twelve-month lease);
 - d. Failure to accept CMHA's offer of a lease revision to an existing lease;
 - e. Serious or repeated violations of the terms of the lease, including a family member's participation in drug-related or violent criminal activity on or off the public housing premises;
 - f. Violations of Federal, State or local law, which directly relate to the occupancy or use of the unit and/or common areas;
 - g. Other Good Cause (as supported under State/Local Laws);
 - h. Family history of disturbance to neighbors, destruction of property or living or housekeeping habits which result in damage to the unit or common areas;

- i. Criminal activity by family members involving crimes of physical violence against residents, employees, vendors, and/or visitors;
 - j. Is fleeing prosecution or arrest;
 - k. Gave false statements regarding drug or alcohol abuse;
 - l. Manufacture of methamphetamines on assisted housing premises;
 - m. Illegal use or possession of drugs or crimes committed on or off the property that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;
 - n. Notification that any household member is subject to a lifetime sex offender registration program in any state.
4. Where there is a finding of good cause for termination such action will not be taken unless there is evidence that the family has received prior written notice that continued action or inaction of the nature stated in the warning notice would be considered as other good cause for termination of tenancy, except terminations due to drug-related criminal activity.

B. Drug-Related Activity:

- 1. Methamphetamine Conviction. CMHA must immediately terminate the tenancy of any Resident if CMHA determines that any member of the household has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.
- 2. Drug Crime On or Off Premises. Drug-related criminal activity engaged in, on, or off the premises by any Resident, member of the Resident's household, guests, visitor, and any such activity engaged in on or off the premises is grounds for CMHA to terminate the tenancy. In addition, CMHA will evict a family when CMHA determines that a household member is illegally using a drug or when CMHA determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- 3. For purposes of this ACOP, "drug-related criminal activity" means the illegal manufacture, sale, distribution, or use of a controlled substance or the illegal possession of a controlled substance with the intent to manufacture, sell, distribute, or use a controlled substance as defined in Section 102 of the Controlled Substances Act.
- 4. Compliance with drug-related criminal activity provisions in the lease is a material condition for continued occupancy of CMHA's premises. Any breach of such provision by a resident, household members, family members, guests, or other persons for whose conduct the resident is responsible for, shall be cause for termination of the Lease.

C. CMHA may terminate the Lease without regard to the following:

1. Whether or not any person has been arrested, charged, or convicted by law, or
2. Whether or not Resident had any knowledge of the criminal activity engaged in by Resident's household member, family member, guest, visitor, or other person under Resident's control, or the guest or invitee of any member of said Resident's household.

D. Evicting Other Criminals:

1. Threat to other residents. Criminal activity by a covered person that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents, (including CMHA management staff residing on the premises) or threatens the health, safety, or right to peaceful enjoyment by persons residing in the immediate vicinity of the premises is grounds for termination of tenancy.
2. Fugitive felon or parole violator. CMHA may terminate the tenancy if the Resident or member of the Resident's family is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, that is a felony under the laws of the place where that individual flees, or that in the case of the State of New Jersey, is a high misdemeanor; or violating a condition of probation or parole imposed under Federal or State law.

E. Eviction for Criminal Activity:

1. Evidence. CMHA may evict the Resident by judicial action for criminal activity in accordance with this section if CMHA determines that the covered person has engaged in the criminal activity, regardless whether the covered person has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction.

F. Use of Criminal Record:

1. Use of Criminal Record. If CMHA seeks to terminate the tenancy for criminal activity as shown by a criminal record, CMHA will notify the household of the proposed action to be based on the information and must provide the subject of the record and the tenant with a copy of the criminal record before a CMHA grievance hearing or court proceeding concerning the termination of tenancy or eviction. The tenant must be given an opportunity to dispute the accuracy and relevance of that record in the grievance hearing or court action.

G. Eviction of Alcohol Abuser:

1. CMHA will establish standards that allow termination of the tenancy if CMHA determines that a household member has:

- a. Engaged in abuse or pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents; or
 - b. Furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.
- H. Exceptions for victims or affiliated individual of the victims of domestic violence, dating violence, stalking, or sexual assault (VAWA):
- 1. An incident or incidents of actual or threatened domestic violence, dating violence, stalking, or sexual assault will not be construed as a serious or repeated violation of the lease by the victim or affiliated individual of the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of the victim of such violence. *[42 U.S.C. § 1437d(l)(5).]*
 - 2. Criminal activity directly relating to domestic violence, dating violence, stalking, or sexual assault engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of the tenancy or occupancy rights, if the tenant or an immediate member of the tenant's family or an affiliated individual is a victim of that domestic violence, dating violence, stalking, or sexual assault. *[42 U.S.C. § 1437d(l)(6).]*
 - 3. In implementing the termination clause:
 - a. CMHA may bifurcate the lease in order to evict, remove, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant. In the event the household member is a Live-in Aide, a tenant with disabilities requiring Live-in Aide will have the option to remove the offending Live-in Aide in lieu of termination of tenancy and/or eviction.
 - b. CMHA is authorized to honor court orders addressing rights of access to or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.
 - c. Nothing limits the ability of CMHA to evict a tenant for other good cause unrelated to the incident or incidents of domestic violence, provided that the victim is not subject to a more demanding standard than non-victims.
 - d. Nothing is to prohibit eviction if CMHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant's tenancy is not terminated.

- e. Nothing in this provision shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, stalking, or sexual assault.
4. Certification: Where applicable, CMHA may request that an individual certify via a HUD approved certification form that the individual is a victim of domestic violence, dating violence, stalking, or sexual assault, and that the incident or incidents in question are bona fide incidents of such actual or threatened abuse and meet the requirements set forth above. Such certification shall include the name of the perpetrator.
- a. The individual shall provide such certification within 14 business days after CMHA requests such certification.
 - b. If the individual does not provide the certification within 14 business days after CMHA has requested such certification in writing, nothing would limit CMHA of CMHA to evict the tenant or lawful occupant who commits violations of a lease.
 - c. CMHA may extend the 14-day deadline at its discretion.
 - d. An individual may satisfy the certification requirement by providing CMHA with documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence, stalking, or sexual assault, or the effects of the abuse, in which the professional attests under penalty of perjury (28 U.S.C. § 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence, dating violence, stalking, or sexual assault has signed or attested to the documentation; or producing a Federal, State, tribal, territorial, or local police or court record.
 - e. Nothing in this section shall be construed to require CMHA to demand that an individual produce official documentation or physical proof of the individual's status as a victim of domestic violence, dating violence, stalking, or sexual assault in order to receive any of the benefits provided in 42 U.S.C. § 1437d. At CMHA's discretion, CMHA may provide benefits to an individual based solely on the individual's statement or other corroborating evidence.
 - f. Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, stalking, or sexual assault.
5. Confidentiality: Information provided by the victim pursuant to the certification shall be retained in confidence and not entered into any shared database nor provided to any related entity, except when the disclosure is: consented to by the individual in writing, required for use in an eviction proceedings; or otherwise required by law.

§7.03 CMHA Notice Requirements

- A. Where CMHA undertakes termination of tenancy for:
1. Non-payment of tenant rent a 14-day notice will be issued concurrent with any notices required under state/local Landlord-Tenant law;
 2. Non-compliance with a material term of the lease, excluding termination for drug-related or violent criminal activity, a 30-day notice of intent to terminate will be issued;
 3. Drug-related or violent criminal activity or action which is considered to pose a threat to health and safety of others or for crimes of physical or threatened physical violence to residents, staff and/or vendors, CMHA will issue a notice consistent with applicable provisions of Federal or State law including an Emergency 3-Day Notice. CMHA will move to terminate the tenancy of the entire family or the family offender(s) as expeditiously as the law requires;
 4. Noncompliance to Annual Recertification:
 - a. Families in non-compliance with the annual recertification process will receive notification that they will be processed for eviction unless they complete the annual recertification process.
 - b. Families that have not responded to the second recertification notice will receive the thirty-day notice for a serious or repeated violation of a material term of the lease notice. CMHA has the discretion, as an alternative to terminating the tenancy of the non-compliant family, to raise the tenant rent to the flat rent established for that family's unit until such time as an income based rent can be determined through the recertification process.
- B. In any instance where CMHA is aware that the head of a tenant family is a person with a visual impairment, CMHA will either tender all such notices in a visually accessible format, or have the notice read orally to the person with a visual impairment.
- C. Tenants with Limited English Proficiency:
1. In any instance where CMHA is aware that the head of a tenant family faces a language barrier, additional communication measures will be taken when providing a notice of intent to terminate so that the head of the tenant family or another adult member of the family will understand the substance of the notice. Such additional measures may include one or more of the following:
 - a. If CMHA is aware that there are adult family members other than the head who are capable of reading the English language notice CMHA may address the notice to the head of a tenant family but to the attention of the adult family member who can read the notice.

- b. Giving the written notice to another co-tenant, head of household or other member of the household known to not have a language barrier with an explanation of the substance of the notice.
 - c. Giving the written notice to the head of the tenant family notice, in the presence of another member of the household age 16 or older, known to not have a language barrier, and who can translate an explanation of the substance of the letter.
- 2. If there is no adult household member who reads English as evidenced by the most recent certification or other documentation in the tenant's file, CMHA may:
 - a. Provide written notice in a language readily understood by the head of a tenant family or other adult member of the household.
 - b. Provide an interpreter who will translate the written notice orally into a language readily understood by the head of a tenant family or other adult member of the household.

§7.04 Family's Right to Give Notice

- A. The tenant must tender notice of their intent to vacate the premises. Such notice shall be in writing and must be tendered at least 30 days prior to the intended date of vacancy. The family's notice must be delivered to the management office (either hand delivered or sent first class mail).
- B. Staff receiving a hand-delivered notice shall enter the time and date of receipt on the face of the notice.
- C. Should the family vacate without giving the required 30 day written notice, or should the family vacate after giving the 30 day notice, but prior to the expiration of the 30 day written notice, CMHA may deduct from the tenant's security deposit any portion of the tenant rent which remains unpaid for the specified 30 day period. If CMHA finds a unit believed to be abandoned, CMHA shall follow the approved abandonment procedure for reclaiming units in conjunction with the applicable ordinance for the city, village, or township where the unit is located.

§7.05 Family's Right to a Grievance Hearing

- A. A tenant (defined by HUD as any adult member who has executed the lease) is entitled to both the informal meeting and the grievance hearing when there is an adverse action to be taken by CMHA (and as defined in the regulations at 24 CFR 966.4). Refer to Section 12 of ACOP for CMHA Grievance Procedure.
- B. The public housing tenant has a broad right to grieve a CMHA action or non-action, which may adversely affect the individual interest of the tenant (24 CFR 966.53). Any and all notices of a proposed adverse action issued by CMHA shall inform the family of:

1. The reason for the proposed termination with enough specificity to allow them to prepare a defense;
 2. The timeframe and procedures for requesting a grievance hearing;
 3. The date of the proposed termination;
 4. Tenant's right to make a reply as they may so desire;
 5. Tenant's right to examine any documents of CMHA, which are directly relevant to the proposed termination or eviction.
- C. For a termination action due to drug-related or violent criminal activity the family will not be notified of the right to request a grievance hearing.

§7.06 Persons and Actions Excluded From the Grievance Procedure.

- A. A minor child other than an emancipated minor shall not have the right to grieve nor the automatic right of leasehold succession. Neither shall a non-resident relative nor a guardian acting on behalf of the minor child(ren) have the right to grieve an automatic right of leasehold succession. Rather, the grievance shall be restricted to a remaining family member with legal capacity to assume the tenancy.
- B. A Live-in Aide is not entitled to a grievance hearing, as they are neither a family member nor a party to the lease.
- C. If a tenant family has vacated a unit prior to making written request for a grievance hearing without tendering proper notice under the lease, the family is no longer eligible for a grievance hearing.

§7.07 Procedures Governing The Grievance Hearing

- A. A tenant will be accorded a grievance hearing consistent with the procedures established in CMHA's duly adopted Grievance Policy.
- B. Each tenant family will be provided with a copy of the applicable grievance policy at:
 1. Lease up orientation (policy summary)
 2. Any time the tenant or tenant's representative makes an oral or written request for the full grievance procedures.

§7.08 Provisions Regarding Evictions for Violent Criminal Activity or Drug-Related Activity

- A. Consistent with 24 CFR §966.4 (l)(5)(vii)(B) and §7.02 of the ACOP, CMHA managers have the discretion to consider all circumstances relevant to a particular case, such as the seriousness of the offending action, the extent of participation by the leaseholder in the

offending action, the effects that the eviction would have on family members not involved in the offending activity and the extent to which the leaseholder has shown personal responsibility and has taken all reasonable steps to prevent or mitigate the offending action. In addition, CMHA managers may consider all other facts and circumstances, and, in a manner consistent with such policies, procedures and practices, all other policies set forth in this ACOP.

- B. These considerations will be included in the “Notice of Termination and Invitation to Explain” which is required to be given under Article Twelve of the Dwelling Lease.
- C. After the meeting at which the tenant has been given the opportunity to explain, a CMHA manager will, when forwarding to the CMHA Legal Department the documents and information necessary to initiate the eviction action in court, include his or her recommendation as to whether or not the eviction action should be initiated. The recommendation will be reviewed by the Legal Department in light of all of the facts and circumstances of the case including, but not limited to, those set forth in 24 CFR §966.4(1) (5)(vii)(B).

Section Eight

Pet Policy

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Section 8: Pet Policy

8.01 Policy Statement

CMHA residents who live in public housing developments may own pets, if permitted by the requirements set forth in the following Pet Policy. CMHA's Pet Policy is designed to be consistent with applicable federal and state law. Residents in general occupancy developments may own pets (see Section 31 of the United States Housing Act and 24 C.F.R. §960.701-707). Residents in elderly/disabled (mixed population) may own pets (See Section 227 of the Housing and Urban-Rural Recovery Act of 1983 and 24 C.F.R. §5.300-5.327).

8.02 Applicability

This Policy applies to all CMHA public housing program rental units, as specified in this Section.

A. Buildings for housing Elderly Residents, and Single Family Structures

1. This policy applies, in its entirety, to all residents of CMHA buildings designated specifically for housing the elderly.
2. This policy also applies, in its entirety, to residents of CMHA single family structures (CMHA defines a single family structure as a stand-alone dwelling that is normally occupied only by members of a single family unit).

B. Non-Designated Buildings and Multi-Family Structures

1. This policy also applies to all residents (family, elderly and disabled) of all CMHA non-designated buildings and multi-family structures not covered by paragraph A above (e.g. Family Estates, Duplexes, Townhouses, etc...), except that they are prohibited from keeping any dog or cat in their CMHA rental units or on CMHA property.

C. Non-Applicability of Pet Policies to Assistance Animals

Assistance and companion animals that are needed as a reasonable accommodation for persons with disabilities are not considered pets, and thus not subject to CMHA's pet policies.

1. Assistance animals are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability.
2. Companion animals provide emotional support that alleviates one or more identified symptoms or effects of a person's disability.

3. Assistance and companion animals—often referred to as “service animals,” “assistive animals,” “support animals,” or “therapy animals”—perform many disability-related functions, including but not limited to the following:
 - a. Guiding individuals who are visually impaired;
 - b. Alerting individuals who are hearing impaired;
 - c. Providing minimal protections or rescue assistance;
 - d. Pulling a wheelchair;
 - e. Fetching items;
 - f. Alerting persons to impending seizures; or
 - g. Providing emotional support to persons with disabilities who have a disability related need for such support.
4. The resident must demonstrate his/her ability to properly care for the animal. Proper care includes, but is not limited to, feeding and exercising the animal, and the immediate clean up of animal excrement.
5. CMHA may not refuse to allow a person with a disability to have an assistance animal unless:
 - a. There is reliable objective evidence that the animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by a reasonable accommodation;
 - b. There is reliable objective evidence that the animal would cause substantial physical damage to the property of others;
 - c. The presence of the assistance animal would pose an undue financial or administrative burden to CMHA , or
 - d. The presence of the assistance animal would fundamentally alter the nature of CMHA’s services.
6. The resident must provide documentation from a knowledgeable professional which documents the resident’s need for the service animal as a reasonable accommodation for a person with a disability.
7. The resident must comply with the following sections of this Policy:
 - a. Licensure and Tags
 - b. Registration Process (excluding having the animal altered)

- c. Alternate Caretaker
- d. Sanitation
- e. Pet Behavior
- f. Leashes
- g. Sick or Injured Pets
- h. Rule Enforcement

8.03 Definitions

This Policy applies to all CMHA public housing program rental units, except when and as modified in this Section.

- A. **Pet** means dogs, cats, parakeets, canaries, finches, hamsters, guinea pigs, fish and turtles. These rules, in compliance with federal regulations, distinguish cats and dogs, from other pets. Snakes, reptiles and other animals not included in this definition are specifically excluded from the definition of “pet” by CMHA.
- B. **Elderly family** means an elderly person or family as defined in Section 223 of the Social Security Act.
- C. **Disabled family** means a person with a disability or family as defined in Fair Housing Act and the Americans with Disabilities Act.

8.04 Restrictions

- A. No animal other than a pet as defined in this Policy may be maintained in CMHA rental units or on CMHA property.
- B. No more than one dog or cat is permitted in a rental unit.
- C. There may be no more than 2 birds or other small caged animals per rental unit. No limit is placed on the number of fish; however the size of the fish tank may not exceed 20 gallons, per room.
- D. Guests are not permitted to bring any type of animal on to CMHA property unless as specifically required for the assistance of guest who is an individual with a disability.

8.05 Location of Pets in Buildings

- A. There is no restriction on the total number of pets in any building. There will be no restriction on the location of fish tanks, small birds, and other small caged pets in the building.

- B. Pets will not be permitted in public meeting or community rooms, dining areas, laundry rooms or other public gathering places.
- C. When moving a pet through the building it must be leashed, caged or tethered (as applicable) and they must be moved from the resident's unit to the outside exit as quickly as possible.

8.06 SIZE OF ALLOWABLE DOGS AND CATS

- A. Dogs with a mature weight of more than 25 pounds are prohibited. The American Kennel Club's standards shall be used to determine the weight, after maturity, of a breed. Non-documented dogs will be assumed to mature to that which is determined by veterinarian evidence and sent to management in a signed letter.
- B. Cats with a mature weight of more than 15 pounds are prohibited.

8.07 Licensure And Tags

Every dog and cat must wear the appropriate local animal license, a valid rabies tag and the owner's name, address and phone number. All licenses and tags must remain current and will be verified annually at time of the resident's Recertification.

8.08 Admission of Pets

Pets will be permitted in the unit only after the resident has met all the requirements outlined in this Policy.

8.09 Registration Process

- A. Prior to the admittance of any pet to CMHA rental units or CMHA property, the resident or applicant will be required to complete the "Pet Ownership Application" form (refer to Form 32 - 1).
- B. Every pet must be registered with Management prior to admission (refer to Form 32 - 2, Pet Ownership Determination) and thereafter, during the annual recertification of income and family composition. Registration of cats and dogs requires:
 - 1. Proof of current local license.
 - 2. Proof of up to date inoculations:
 - a. For cats this may include, but is not limited to, rabies, feline distemper, worm shots and any other as appropriate for the species.
 - b. For dogs this may include, but is not limited to, rabies, parvo, heartworm and distemper.

3. Proof of spaying or neutering for all dogs and cats over six months of age, unless a letter is received from a licensed veterinarian explaining a medical reason why such action is detrimental to the pet's health.
 4. Verification of an Alternate Caretaker (refer to *Form 32 – 4*; Alternate Caretaker) is required for all pets prior to admission and annually at time of recertification.
- C. Such tests, vaccines, or inoculations shall be maintained on an annual basis unless otherwise specified by a licensed veterinarian. The Veterinarian Verification form (refer to *Form 32 – 3*) shall be completed and signed by the veterinarian in order to fulfill the requirements referenced above, and must be submitted as part of the annual reexamination process.

8.10 Altering

- A. All cats and dogs, over the age of six months, must be spayed or neutered unless a letter is received from a licensed veterinarian explaining a medical reason why such action is detrimental to the pet's health.

8.11 Security Deposit

- A. A Pet Security Deposit in the greater amount of \$50.00 or the equivalence of one month's rent must be paid prior to the admission of a pet to a CMHA unit or property.
- B. This sum will be held until such time as the pet is removed from the premises. The resident must submit in writing that the pet is gone and will not return to their unit. Once the notification is received from the resident, management will validate and inspect the unit for damages. The resident will be provided a written assessment of the inspection. Management will assess any damage(s) created by the pet against the Pet Security Deposit; the remainder (if any) will be refunded to the resident or other legal representative.
- C. In the event the Pet Security Deposit does not cover the damage(s), the resident is responsible for the difference.

8.12 Alternate Caretaker

- A. Prior to the admission of any pet, the resident or applicant must provide to CMHA a notarized agreement between the resident and another person who agrees to serve as an Alternate Caretaker (refer to form 32 – 4; Alternate Caretaker Form). The Alternate Caretaker shall have the responsibility to act as a temporary or permanent caretaker for the pet, if the resident is unable to care for the pet. Residents of CMHA family estates cannot be alternate caretakers unless they care for the pet in the unit where the pet normally resides. Being an alternate caretaker does not circumvent the requirements of this policy.
- B. If the health or safety of the pet is threatened by the death or incapacitation of the pet owner, or by other factors that may render the pet owner unable to care for the pet, the

pet owner authorizes CMHA to contact the responsible party, listed in the Alternate Caretaker Form, and have them remove the pet from the premises. If CMHA has made reasonable efforts to contact the Alternate Caretaker, and that party is unable or unwilling to care for the pet, then CMHA will contact the appropriate State or Local Authorities to enter the unit, remove the pet and place the pet with a facility that will provide care and shelter, at the residents expense, for a period not to exceed 14-days. At the expiration of the 14-day period, said pet may be disposed of, at the residents' expense, i.e. euthanasia, pet adoption, etc... In no event will CMHA be responsible for the pet during transport or acceptance of the pet at the shelter facility.

- C. The resident pet owner will be responsible for all costs, if any, associated with the transport and sheltering of the pet.

8.13 Sanitation

- A. Pet owners are expected to keep their apartments in a sanitary manner, and free from odors resulting from pet excrement and urine. If an odor problem is persistent, the resident, at their expense, will have their unit deodorized.
- B. Pets will be kept clean and maintained in good health. Cats and dogs are required to be "house broken". Cats will be litter box trained. Cat owners shall bag the "kitty litter", tie it securely, and drop it in the designated trash receptacles. Dogs must be able to exercise outside the building. Dog owners shall be responsible for the immediate clean up of feces after the exercise of their dog. Feces will be bagged and securely tied then deposited in the designated trash receptacles.
- C. All waste must be disposed of in a proper fashion. An example of improperly disposed of waste includes, but is not limited to, flushing kitty litter in the toilet. Failure to properly dispose of pet waste can result in revocation of pet privileges or termination of the dwelling lease.
- D. In the event of the death of a pet, it is agreed by the resident pet owner that Management shall have discretion to dispose of the pet, consistent with State and/or Federal guidelines.
- E. If CMHA has to perform a flea extermination of the unit, the pet owner shall be charged with the extermination fee.

8.14 Pet Behavior

- A. Certain characteristics of pets may be very offensive to other residents. To ensure the health, safety, and peaceful enjoyment of other residents no pet will be allowed to display any unacceptable behavior(s). The following list includes, but is not limited to, examples of pet behavior that will be considered unacceptable in CMHA rental units or on CMHA properties:
 - 1. Barking and/or whining dogs.
 - 2. Crying and/or caterwauling cats.

3. Biting, scratching, attacking, or any other display of aggressive behavior.
- B. All residents with dogs are required to comply with all the provisions set forth in Ohio Revised Code Chapter 955 and City of Cleveland Codified Ordinances Chapter 604.

8.15 Leashes

Cats and dogs will be on hand-held leashes no longer than 6 feet at all times when outside the confines of the pet owner's unit. Cats and dogs will not be "chained", "tied off", or penned on CMHA property. Pets must be accompanied at all times when outside the pet owners unit.

8.16 Sick or Injured Pets

No sick or injured pet(s) will be accepted for occupancy without consultation and written acknowledgement of a licensed veterinarian as to the condition of the pet's ability to live in an apartment situation. Admitted pets which suffer illness or injury must be immediately taken for veterinary care at the expense of the resident pet owner.

8.17 Rule Enforcement

- A. Any resident who receives a letter of violation of this Pet Policy and a letter of intent describing the violation(s) from CMHA's Management may be required, after the opportunity for a private conference, to remove the pet from CMHA premises and provide Management with an affidavit stating the pet is no longer on the premises and will not return in the future. Misrepresentation of this affidavit will be grounds for eviction of the resident.
- B. Management reserves the right to act immediately in insisting that an offending pet be removed forthwith in situations deemed to be of an emergency nature. In such stances, Management will act as specified in this Policy; Alternate Caretaker, in removing a sick, diseased, injured and/or aggressive pet.
- C. The failure of the pet owner to cooperate with any of the above operations will result in the termination of the dwelling lease agreement between CMHA and the pet owning resident.

Resident Name: _____ Apt. No: _____

Estate: _____ Age of Pet: _____

Type of Pet: _____

Name of Pet: _____

Weight of Pet: _____ Sex of Pet: (circle one) Male Female

1. How long have you owned this pet? _____
2. Has your pet lived in rental housing before? YES NO (If yes complete the following.)
 Name of Apartment Complex: _____
 Manager's Name: _____
 Telephone Number: _____
3. Veterinarian (who can verify inoculations):
 Name: _____
 Address: _____
 Telephone Number: _____
4. Has your cat or dog been spayed or neutered? YES NO
5. If your pet is a cat, has it been de-clawed (front claws)? YES NO

I have received a copy of the Pet Policy for CMHA Rental Units, and have read it and fully understand CMHA's pet policy. Under this policy, there are many items, which I must comply with. If I violate this pet policy, the Estate Manager will inform me that I must remove the pet from CMHA property. If I fail to remove the pet from CMHA property, then I fully understand that my failure to remove the pet will constitute grounds for termination of my dwelling lease. I understand that my right to keep a pet is based upon my full compliance with this policy and that CMHA has the right, based upon this policy, to rescind approval.

Head of Household Signature

Date

Co-Head of Household Signature

Date

Estate Manager Signature

Date

Jeffery K. Patterson, Chief Executive Officer, Cuyahoga Metropolitan Housing Authority

This form is to be completed by the Estate Manager prior to admission of any “fur bearing animal” and at the recertification.

Estate Name: _____

Estate Manager: _____

APPLICANT/RESIDENT INFORMATION

Name: _____

Address: _____

Type of Pet: _____

REQUIREMENT	PASS	FAIL	N/A
1. Current License	_____	_____	_____
2. Cat or dog inoculations:			
a. D.H.L.P.T.	_____	_____	_____
b. Rabies	_____	_____	_____
3. Verification that cat is de-clawed.	_____	_____	_____
4. Verification that cat or dog is spayed or neutered.	_____	_____	_____
5. Affidavit for Alternate Caretaker. (Form 32-4)	_____	_____	_____
6. Verified size and behavior of pet.	_____	_____	_____
7. Pet Ownership Application completed. (Form 32-1)	_____	_____	_____
8. Pet security deposit paid.	_____	_____	_____

Amount: \$ _____ Date Paid: _____

Failure to submit the required documentation for any of the above items will indicate that the pet must *Not* be admitted at this time.

The pet is accepted. _____

The pet is denied. _____

Reason:

(Date)

 Estate Manager Signature

 Date

Dr. _____; D.V.M.

Dear Dr. _____,

_____ has applied to our office to admit a dog/cat to our property. Under the Pet Policy developed by the Cuyahoga Metropolitan Housing Authority, the following items must be verified prior to the admission of the pet. Please complete the following items and return this form in the envelope provided. Any questions please contact me at _____. Thank you for your assistance.

 Estate Manager

 Date

Please indicate the dates of the following inoculations:

<i>D.H.L.P.T.:</i> _____	Is this current? YES NO
<i>Rabies:</i> _____	Is this current? YES NO

 Has this animal been spayed or neutered? **YES** **NO**

 If a cat, has it been de-clawed (front feet)? **YES** **NO**

Based upon your most recent examination of this animal, would you characterize the health of this animal to be?

GOOD _____ **POOR** _____

If poor, please explain:

If this pet is not matured, based on your professional opinion, what will the matured size of this pet be?

Height _____ *Weight* _____

 Based on your professional opinion, is this animal sick, diseased, or injured in a manner, which may interfere with the peaceful enjoyment of the property, in any manner constituting a health or safety risk to the other residents? **YES** **NO**

 Signature of Veterinarian

 Date

Jeffery K. Patterson, Chief Executive Officer, Cuyahoga Metropolitan Housing Authority



FORM 32 – 4 ALTERNATE CARETAKER VERIFICATION

I _____ affirm that, in the event _____ of
(Print name of Caretaker) (Print name of Resident or Applicant)

_____ is unable to care for their pet _____
(Print address of Resident or Applicant) (Type of Pet)

I will be responsible for removing the above-named pet from the above-named resident's address and shall care for the above-named pet, until such time that the above-named resident shall be able to resume care for the above-named pet, or until such time that the pet is permanently removed from the care of the above-named resident and the pet permit of the above-named resident is cancelled by mutual agreement between above-named resident or other legal entity and CMHA.

Signature of Resident

Signature of Caretaker

Resident Address

Caretaker Address

CMHA Manager

Telephone number of Caretaker

Date

Signed in my presence: _____
Date

Notary Public

My Commission Expires:

Month, Day, Year

Jeffery K. Patterson, Chief Executive Officer, Cuyahoga Metropolitan Housing Authority

Section Nine

Site-Based Waiting List Administration

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Section 9: Site-Based Waiting List Administration (SBWL)

9.01 Applicability

CMHA is considering the adoption of site-based waiting lists at all public housing locations during 2018, although the only active locations for 2017 will remain at the Carver Park HOPE VI off-site locations (Eastside Homes, Union Court, Westside Homes & Gordon Square) and Valleyview HOPE VI (Tremont Pointe I and II), Mildred Brewer (Belmore-Euclid), Heritage View Homes, Lee-Miles Apartments, Miles Pointe, Oakwood, Riverside Park Homes, Bohn Tower, Carver Park (RAD), and Heritage View IV with the possible addition of new tax credit properties at Cedar Extension and Oakwood.

9.02 Opening and Closing the Waiting List

- A. Opening of the site based wait list will be done in accordance with Section 2.06 of this ACOP.
- B. A notice will be sent to any applicants on other waiting lists that would qualify for housing being made available under a new site-based waiting list. The notice will state that applicants already on waiting lists for other housing programs must apply separately for these waiting lists and such applicants will not lose their place on other waiting lists when they apply for public housing. The notice will include the Fair Housing logo and slogan and will be in compliance with Fair Housing requirements.
- C. Closing of the waiting list will also be announced with a public notice. The Public notice will state the date the waiting list will be closed and for what bedroom sizes. The public notice will be published in a newspaper of general circulation.

9.03 Application Process

- A. SBWL will allow applicants to apply on-line indicating where they want to reside, as well as indicate any other site they believe will meet their specific housing requirements.
- B. After an application is received the Applications Department will notify the applicant in writing their placement on any or all of the available waiting lists.
- C. Managers will monitor the vacancies for their site and when an appropriately sized unit becomes available the manager will request a list of eligible Applicants from the Applications Department.
- D. Once eligibility is determined the applicant will be notified by written response. Eligible applicants will be scheduled to view an apartment. Applicants determined ineligible will be told why and informed of the informal hearing procedure.

9.04 Eligibility Determination

- A. Eligibility determination is explained in Section 2.02 of CMHA's Application and Continued Occupancy Policy (ACOP).
- B. Eligibility determination will not violate any applicants' civil rights and the process will remain consistent with appropriate laws governing civil rights and fair housing.

9.05 Maintaining and Monitoring the Wait List

- A. The waiting list will be maintained in accordance with the following guidelines:
 - 1. The application will be a permanent file either electronic and/or paper file.
 - 2. All applications will be maintained in order of date and time of applications, bedroom size, and preference.
 - 3. Any contacts between CMHA and the applicant will be documented in the applicant file.
 - 4. Changes in information must be submitted in writing to the Admissions Office and it is the responsibility of the applicant to make certain the application information remains current.
 - 5. Applicants may be on as many of CMHA's waiting lists as the applicant desire.
 - 6. Marketing strategies will be reevaluated as necessary to keep an adequate number of applicants on the SBWL.
 - 7. In the event a SBWL is depleted, the manager will notify the Applications Department to utilize the Master Listing.
 - 8. In every event, once an application is made the applicant will be notified in writing of the receipt of the application and which, if any, preferences were verified in their placement on any or all of the available waiting lists.
 - 9. Unless otherwise noted all housing preferences as listed in section 2.09 of this ACOP apply to CMHA owned and managed properties with site-based waitlists.
- B. CMHA will withdraw an applicant's name from the waiting list if:
 - 1. The applicant requests in writing that the name be withdrawn;
 - 2. The applicant fails to respond to a written request for information or a written request to declare their continued interest in the program; or
 - 3. The applicant does not meet either the eligibility or screening criteria for the program.

4. All applicants who fail to keep a scheduled appointment with CMHA will be withdrawn from the waiting list.
5. When an applicant refuses an appropriately sized unit without good cause. Good cause is defined by CMHA as: health, proximity to work, and school. These good cause reasons must be documented and CMHA reserves the right to evaluate them on a case-by-case basis.
6. CMHA will periodically purge the waiting lists to ensure that the pool of applicants reasonably reflects the interested families for whom CMHA has current information.

9.06 Selection from the Waiting List

A. CMHA will follow the statutory requirement that at least 40% of newly admitted families in any fiscal year will be families whose annual income is at or below 30% of the area median income. To insure this requirement is met, CMHA will monitor the incomes of newly admitted families and the incomes of the families on the waiting list. If it appears that the requirement to house extremely low families will not be met, CMHA will skip higher income families on the waiting list to reach extremely low-income families.

B. If there are not enough extremely low-income families on the waiting list, CMHA will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

9.07 Unit Offer, Rejection, and Acceptance

A. Unit offers will be made pursuant to §2.21 and §2.22 of this ACOP.

B. If in making the offer to the family, CMHA skipped over other families on the waiting list to meet the deconcentration goals, these skipped families will not lose their place on the waiting list and will be offered the next appropriate unit.

C. Units designated as "Accessible Units" will be first offered to families who may benefit from the accessible features as referenced in 2.07 B.4.a. of this ACOP. If there are no applicants who would benefit from the accessible features, the units will be offered to other applicants in the order that their names come to the top of the waiting list. Such applicants, however must sign a release form stating they must accept a transfer if, at a future time, a family requiring an accessible unit applies. Any family required to transfer will be given a 30-day notice to transfer in accordance with CMHA policy.

D. If the family rejects a unit offer with good cause (as defined in section 2.22), they will not lose their place on the waiting list. For a rejection without good cause, the family will be withdrawn from the waiting list.

E. Upon signing the lease, the family is required to take possession of the unit.

- F. The applicant will be provided a copy of the lease, the grievance procedure, the utility allowances, utility charges, current schedule of routine maintenance charges and a request for reasonable accommodation form. The applicant will sign a certification that they have received these documents and that they have reviewed them with CMHA staff. The certification will be placed in the resident's file.
- G. The signing of the lease and the review of financial information will be conducted privately. The head of the household and all adult family members are required to execute the lease prior to admission. Once executed a copy of the lease will be furnished to the head of the household and CMHA will retain the original executed lease in the resident's file. A copy of the grievance procedure will be attached to the resident's copy of the lease.
- H. The family will pay a security deposit at the time of the lease signing. Currently, the security deposit is equal to one month's rent or \$ 50.00 whichever is greater.
- I. In exceptional situations, CMHA reserves the right to allow a new resident to pay their security deposit in installments to be negotiated by the site manager, not to exceed four months.
- J. In the case of a move within public housing, the security deposit for the first unit will be transferred to the second unit. Additionally, if the security deposit for the second unit is greater than that for the first, the difference will be collected from the family within a two- month period.
- K. In the event there are maintenance costs attributable to the family for bringing the first unit into condition for re-renting (beyond normal wear and tear), the family shall be billed for these charges.

9.08 DISCLOSURE

- A. The SBWL provides for full disclosure to each applicant of any option available to the applicant in the selection to the development in which to reside, including basic information about available site(s) (location, occupancy, number and size of accessible units, amenities such as day care, security, transportation and training programs) and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site.
- B. CMHA will take reasonable measures to assure all actions are consistent with affirmatively furthering fair housing, such as reasonable marketing activities to attract applicants regardless of race or ethnicity provide for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications.
- C. CMHA will review the implementation of the SBWL by assessing the changes in racial, ethnic, or disability related composition at each site, and report the information as part of the Public Housing Plan. At least every three years after implementation, CMHA will

use independent testors, or other means satisfactory to HUD, to assure that the SBWL is not being implemented in a discriminatory manner.

Section Ten

Designated Housing

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Section 10: Designated Housing

10.01 Applicability

- A. CMHA has seventeen sites approved as Designated Housing for the elderly with the addition of Lee Road and Miles Pointe. These sites are to be designated for the elderly population of our service area. CMHA wishes to maintain the integrity of these communities with qualified eligible residents, meet the spirit of existing legislation and HUD guidance and without violating (or giving an impression of violating) an individuals' civil or fair housing rights.
- B. The sites currently identified for elderly designation are:
1. Addison Square
 2. Apthorp Tower
 3. Beachcrest Towers
 4. Cedar Extension High-rise
 5. Euclid Beach Gardens
 6. Fairway Manor
 7. King Kennedy North High-rise
 8. LaRonde
 9. Lorain Square
 10. Mt. Auburn
 11. Oakwood Villas
 12. Riverside Park Homes (Senior Building only)
 13. Riverview Tower
 14. Scranton Castle
 15. Eastside Homes -Union Court Apartments
 16. Lee Road
 17. Miles Pointe

10.02 Eligibility Determination

- A. Eligibility determination is explained in Section 2.02 of CMHA's Admissions and Continued Occupancy Policy (ACOP).
- B. CMHA selection criteria for the designated sites will be based on age alone. Families with head-of-households who are at least 62 years of age at time of application will have preference over all other applicants for these sites. If vacant units cannot be filled with elderly applicants CMHA will then offer the units to near elderly applicants (age 50-61). It is CMHA's intention not to violate any applicants' rights and that this process will remain consistent with appropriate laws governing civil rights and fair housing.
- C. Applicants age 62 or older at the time of application may obtain an on the spot eligibility interview on a walk-in basis at CMHA's Applications Office.
- D. If there is an insufficient number of elderly and near elderly families for the designated properties, CMHA may make available to all other families any dwelling unit that is ready for re-rental and has been vacant for more than 60 consecutive days.

10.03 Maintaining and Monitoring the Waiting Lists

- A. The waiting list will be maintained in accordance with the following guidelines:
 - 1. The application will be a permanent file consisting of electronic and/or paper file;
 - 2. All applications will be maintained in order of date and time of applications, bedroom size, preference;
 - 3. Any contacts between CMHA and the applicant will be documented in the applicant file.
 - 4. Changes in information must be submitted in writing to the Applications Office and it is the responsibility of the applicant to make certain the application information remains current.
- B. CMHA will withdraw an applicant's name from the waiting list if:
 - 1. The applicant **requests in writing** that the name be withdrawn;
 - 2. The applicants fails to respond to a written request for information or a written request to declare their continued interest in the program; or
 - 3. The applicant does not meet either the eligibility or screening criteria for the program;
 - 4. The Applicant fails to keep a scheduled appointment with CMHA;
 - 5. An applicant refuses an appropriately sized unit without good cause.

- C. CMHA will periodically purge the waiting lists to ensure that the pool of applicants reasonably reflects the interested families for whom CMHA has current information.
- D. Units designated, as “Accessible Units” will be first offered to families who may benefit from the accessible features. If there are no applicants who would benefit from the accessible features, the units will be offered to other applicants in the order that their names come to the top of the waiting list in accordance with Section 2.21 of this ACOP.

10.04 Selection from the Waiting List

- A. CMHA will follow the statutory requirement that at least 40% of newly admitted families in any fiscal year will be families whose annual income is at or below 30% of the area median income. To insure this requirement is met, CMHA will monitor the incomes of newly admitted families and the incomes of the families on the waiting list. If it appears that the requirement to house extremely low families will not be met, CMHA will skip higher income families on the waiting list to reach extremely low-income families.
- B. If there are not enough extremely low-income families on the waiting list, CMHA will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement

10.05 Unit Offer, Rejection, and Acceptance

- A. Unit offers will be made pursuant to §2.21 and §2.22 of this ACOP.
- B. If in making the offer to the family, CMHA may skip over other families on the waiting list to meet the deconcentration goals; these skipped families **will not lose** their place on the waiting list and will be offered the next appropriate unit.
- C. If the family rejects the unit offer with good cause (as defined in section 2.22), they will not lose their place on the waiting list, if the family refuses the unit offer without good cause, their name will be withdrawn from the waiting list.
- D. Upon signing the lease, the family is required to take possession of the unit.
- E. The applicant will be provided a copy of the lease (Part 1 and 2), with the grievance procedures, the utility allowances, utility charges, current schedule of routine maintenance charges and a request for reasonable accommodation form. These are issued at the time of lease execution.
- F. The signing of the lease and the review of financial information will be conducted privately. The head of the household and all adult family members are required to execute the lease prior to admission. Once executed a copy of the lease will be furnished to the head of the household and CMHA will retain the original executed lease in the resident’s file.

- G. The family will pay a security deposit at the time of the lease signing. Currently, the security deposit is equal to one month's rent or \$ 50.00 whichever is greater.
- H. In exceptional situations, CMHA reserves the right to allow a new resident to pay their security deposit in installments to be negotiated by the property manager.
- I. In the case of a move within public housing, the security deposit for the first unit will be transferred to the second unit. Additionally, if the security deposit for the second unit is greater than that for the first, the difference will be collected from the family within a two-month period for voluntary transfers.
- J. In the event there are maintenance costs attributable to the family for bringing the first unit into condition for re-renting (beyond normal wear and tear), the family shall be billed for these charges.

10.06 Treatment of Current Tenants

- A. Any tenant who is lawfully residing in one of the buildings being designated for CMHA's elderly/near elderly clients will not be evicted or required to vacate because of the designation.
- B. Residents who want to voluntarily relocate because of the designation will be provided access to comparable housing at other CMHA estates and Section 8 (if available). CMHA will pay actual, reasonable moving expenses or arrange for moving assistance through appropriate contractors.
- C. All current residents will be notified in writing of the designation change of their estate and provided the option to move. The notification letters will contain the necessary information and guidance for the residents should they choose to remain or accept CMHA's offer to relocate.

10.07 Resident Services

Supportive services for residents are provided through community partnerships and contracts negotiated through CMHA's Resident Services. Notification will be accomplished through Resident / Management meetings, fliers, special community meetings and so forth.

Section Eleven

Dwelling Lease

Cuyahoga Metropolitan Housing Authority
8120 Kinsman Road
Cleveland, Ohio 44104

PUBLIC HOUSING DWELLING LEASE

THIS LEASE IS IN TWO PARTS.

Part I establishes the terms and conditions of the Lease and is included in this booklet. You will receive your copy of Part I and II of the Lease and the Lease Addendum after you have signed your Lease.

By signing Part II of this Lease, you agree to abide by Parts I and II of the Lease and the Lease Addendum and acknowledge that you received a copy of both parts of the Lease and the Lease Addendum. Part II includes the following information specific to each household:

- Identification of all household members by relationship to the head of household, social security number (SSN), gender, and date of birth (DOB) of each household member.
- Unit address, occupancy date, property name and number.
- Pro-rated and full monthly rent amount, security deposit required, pro-rated and full monthly utility allowance (if any), and the amount of any other charges due under the Lease.
- All pamphlets or informational materials provided to Resident.
- Signature lines for the head of household and the spouse of the head of household.
- An emergency contact name and telephone number for use by CMHA in the event Resident encounters an emergency situation. This name and telephone number must be updated during the annual re-certification process, or if a change occurs.

CMHA Public Housing Dwelling Lease – Part I

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PART I

Terms and Conditions

THIS LEASE AGREEMENT (hereinafter referred to as “Lease”) is between the Landlord, the Cuyahoga Metropolitan Housing Authority (hereinafter referred to as “CMHA”), and the Tenant or Resident (hereinafter referred to as “Resident”) named in Part II of this Lease. Any reference to “Resident” contained in this Lease shall include the head of household and all persons named in the Lease.

ARTICLE I: DESCRIPTION OF PARTIES AND PREMISES

- A. CMHA hereby agrees to lease to Resident the dwelling unit (hereinafter referred to as “the unit”), which shall be Resident’s only place of dwelling, described in Part II of the Lease, subject to the terms and conditions contained in this Lease. Resident must reside in the unit or will be subject to eviction.
- B. Any and all additions to Resident’s household, including Live-in Aides (hereinafter referred to as “aide”) and foster children, require the advance written approval of CMHA. Approval will be considered if the new family member and/or aide passes CMHA’s screening criteria and a unit of the appropriate size is available. Approval to add an aide to Resident’s household shall not be unreasonably refused if the following criteria are met:
 - 1. If the aide is essential for the care and well-being of Resident as verified, in writing, by a professional competent to render the opinion and knowledgeable about the Resident’s situation;
 - 2. If the aide is not obligated to financially support Resident; and
 - 3. If the aide would not be living in the unit except to provide the necessary supportive services to Resident.
- C. Resident shall not allow any persons to move into and live in the unit until Resident receives CMHA’s advance written approval. “Living in” a unit shall be defined as visiting more than thirty cumulative nights in a one year period in the unit without prior written consent of CMHA.
- D. Resident shall report to CMHA, in writing, any and all removal of household members named in the Lease, by the end of the month in which the change occurs. Resident may remove household members from the Lease or add minor children to the Lease by contacting the estate manager and filling out the proper paperwork.

ARTICLE II: LEASE TERM AND AMOUNT OF RENT

- A. The initial term of this Lease is twelve (12) months, and this Lease shall automatically renew for successive twelve (12) month terms, unless modified or terminated. This Lease will not be renewed if Resident or an adult member of Resident's household fails to comply with the community service requirements.
- B. The rent amount stated in Part II of this Lease shall remain in effect, unless adjusted by CMHA.
- C. At the inception of this lease, and once a year thereafter, CMHA must give Resident the opportunity to choose between paying a flat rent and an income-based rent. Except for cases of financial hardship, Resident may not be offered this choice more than once a year.
 - 1. Flat rent is based on market rent. CMHA must document and record the calculations that are utilized to determine the flat rate. CMHA must re-examine Resident's income every three years, and CMHA may opt to re-examine Resident's income every year. Adjusted flat rent will be less any applicable utility allowance. Resident may request a switch to payment of income-based rent if Resident is unable to pay the flat rent as a result of a financial hardship. Financial hardship includes a decrease in income as a result of changed circumstances, including loss or reduction of employment, other loss of income, or an increase in expenses as a result of changed circumstances for medical costs, child care, transportation, education, or other factors.
 - 2. The amount of income-based rent shall be determined by CMHA in compliance with HUD regulations and CMHA's Admissions and Continued Occupancy Policy. The income-based rent, together with the utility allowance, may not exceed the Total Tenant Payment, which is equal to the highest of:
 - a. ten percent of Resident's monthly income;
 - b. thirty percent of Resident's adjusted monthly income;
 - c. the portion of payments that Resident receives from welfare assistance that are specifically designated by that agency to be used for housing costs; or
 - d. the required \$25.00 minimum rent. However, the Resident may request an exemption if the minimum rent cannot be paid because of a financial hardship, which includes:
 - i. Resident has lost eligibility for, or is awaiting, an eligibility determination for a Federal, State, or local assistance program;
 - ii. Resident would be evicted because of the inability to pay the minimum rent;
 - iii. Resident's income has decreased as a result of changed circumstances, including loss of employment;
 - iv. a death in the family of Resident; and
 - v. other circumstances, as determined by CMHA and HUD.
 - 3. If Resident applies for a hardship exemption, CMHA will suspend the minimum rent requirement for a ninety day period beginning the first month following the request. Resident will not be evicted for non-payment during this ninety day period. The

suspension of the minimum rent will continue until CMHA determines if the hardship qualifies for an exemption, is temporary, or is long-term. If the hardship does not qualify or is determined to be only temporary, CMHA shall re-instate the minimum rent after the expiration of the ninety day period. Resident shall be provided a reasonable re-payment agreement for the rent that was suspended, which will become due at the end of the suspension period. If the hardship is determined to be a long-term financial hardship, Resident will be exempted from the minimum rent payment as long as the hardship continues and is verifiable. Resident may request a grievance hearing following the denial of a hardship exemption. Resident shall not be required to deposit any monies in an escrow account in order to obtain a grievance hearing regarding the denial of the hardship exemption.

- D. CMHA will provide a rent statement each month to the Resident. **However, failure to receive a rent statement is not a valid reason to default and or fail in payment of rent and is not a defense in an eviction action brought on the grounds of nonpayment of rent.** If Resident does not receive a rent statement by the third day of the month, Resident must report immediately to the Management Office to obtain a rent statement or to ascertain why a rent statement was not received.
- E. **Rent is DUE on the FIRST DAY of each and every month and may be paid by any method allowable by CMHA. CMHA grants a ten day grace period wherein Resident may pay rent and not be considered delinquent. However, rent is delinquent if paid after the tenth day of the month. CMHA is under NO obligation to accept payment after the tenth day of the month. If the tenth day of the month falls on a Sunday or legal holiday, rent must be paid by close of business on the day after the Sunday or holiday. If Rent is not paid by the tenth day of each month, Resident will be charged a \$10.00 late fee (unless the tenant's monthly rent is less than \$40.00, then the maximum late fee is 25% of the tenant's monthly rent) for each month that rent is not paid by the tenth day.**
- F. CMHA shall give written notice to Resident when an adjustment is made to the Total Tenant Payment or Tenant Payment. The notice shall indicate the new payment amount and the date on which the new amount is effective. The notice shall also state that Resident may request, in writing, an explanation of CMHA's computations. If Resident requests an explanation, CMHA shall respond to the request within a reasonable time, not to exceed thirty days.
- G. If Resident disagrees with CMHA's computations, Resident may request a grievance hearing, pursuant to the Tenant Grievance Procedure, by the fifteenth (15) day of the month from notice of rent change, but Resident shall place an amount equal to Resident's current monthly rent in escrow at CMHA's Legal Department at the CMHA Central Office and shall continue to place such amount in escrow each month until the grievance process is completed.

ARTICLE III: OTHER CHARGES

- A. Resident is responsible for the payment of other charges, as specified in Part II of the Lease. CMHA shall provide written notice of all charges in addition to Resident's rent. Charges in addition to rent are due no sooner than two weeks after Resident receives CMHA's written notice of the charge. Other charges may include:
1. Maintenance Charges, including the cost of services and/or repairs for intentional or negligent damage to the unit or common areas, beyond normal wear and tear, caused by Resident, household members or guests.
 - a. When CMHA determines that damages are beyond normal wear and tear, Resident shall be charged for the repairs, either in accordance with CMHA's Schedule of Maintenance Charges, or for those repairs not listed on the Schedule, for CMHA's actual costs for labor and materials needed to make such repairs.
 - b. If Resident is occupying the unit, CMHA shall not assess a charge to Resident until the repairs have been made. Resident may request a grievance hearing if Resident believes the charges should not have been assessed against Resident. If a grievance hearing is timely requested by Resident, payment for charges shall not be due until the grievance process is completed.
 2. Utility Surcharges, due to the operation of air conditioners and/or tenant-supplied appliances, such as dishwashers, freezers, washers, and/or dryers. (This charge does not apply to Residents who pay their own utilities.) The excess utility charge amounts are contained in the "Appliance Agreement" signed by Resident.
 3. Seasonal Maintenance Fees or fees for other tasks assigned to Resident in this Lease, including fees for lawn mowing, removing snow, leaf removal, etc.
 4. Installation Fees for tenant-supplied air conditioners.
 5. In cases where judgment is rendered for CMHA and the court awards court costs to CMHA, the court costs for the filing of any eviction and the fees charged by the court for the enforcement of the judgment of restitution, including reasonable mover's fees.

ARTICLE IV: SECURITY DEPOSIT

- A. Resident's Responsibilities: Resident shall pay the greater of \$50.00 or one month's Total Tenant Payment (TTP) as a security deposit. Resident shall pay the full security deposit when signing this Lease. However, exceptions may be made for good cause shown. Resident may be given 90 days from the execution of the lease to pay the security deposit. The amount of the security deposit is indicated in Part II of this Lease.
- B. CMHA's Responsibilities: CMHA shall use this deposit at the termination of this Lease to:
1. Cover the cost of any rent or any other charges owed by Resident, and/or
 2. Cover the costs of repairs for any intentional or negligent damages caused by Resident, household members, or guests.
- C. CMHA shall not use this deposit for rent or other charges while Resident occupies the unit.

- D. If Resident provides a forwarding address to CMHA, in writing, this deposit, less any deduction for costs indicated above, shall be refunded to Resident after Resident has vacated and the unit has been inspected by CMHA and the appropriate charges have been assessed. The Resident is encouraged to accompany CMHA during such inspection. If CMHA takes any deductions from this deposit, CMHA shall send Resident a written statement of any such costs for damages and/or other charges to the forwarding address.

ARTICLE V: UTILITIES AND APPLIANCES

- A. CMHA shall supply water and sewer service to all Residents.
- B. CMHA-supplied Utilities: CMHA shall supply those utilities indicated by an (x) on Part II of the Lease. A surcharge shall be assessed for utilities consumed in excess of the established quarterly allowances for such utilities.
1. No appliances, other than those issued by CMHA, may be installed or operated without prior written approval of CMHA. Resident shall be charged a monthly fee for the utilities used in the operation of such appliances, as indicated on the Schedule of Fees posted in all Management Offices and in Part II of this Lease.
 2. CMHA shall not be liable for any damages caused by the lack of utility services, which may be caused by, but not limited to, Resident neglect or non-payment of utilities bill, unless such lack of service is caused by CMHA.
 3. CMHA shall provide Resident with a working stove and refrigerator, if indicated by an (x) on Part II of the Lease.
- C. Resident-paid Utilities: Some CMHA Residents pay their utilities directly to the utility company and must have the utilities turned on in their own name. Resident must provide annual written verification that the utilities remain on in the Resident's own name. Only Residents whose rent is based on income or are paying flat rents may be granted a Utility Allowance, which will be based upon reasonable consumption of these utilities according to the type and size of the unit. If the Utility Allowance is greater than the TTP, Resident shall receive a monthly utility reimbursement check from CMHA.
1. CMHA may adjust the Utility Allowance at any time during the term of the Lease and shall give Resident written notice of the new Allowance amount, including any resultant change in Resident's rent or Utility Reimbursement.
 2. Resident is responsible for energy conservation. If Resident's utility bill exceeds the Utility Allowance, Resident shall be responsible for paying the excess.
 3. Resident's Responsibilities: Resident shall not waste the utilities provided by CMHA and shall comply with all applicable laws, regulations, or guidelines regulating such utilities.
 4. Resident shall abide by any local ordinances or CMHA policies that restrict or prohibit the use of space heaters in multi-unit dwellings.
 5. Resident shall sign a CMHA authorization form permitting the utility company to notify CMHA if Resident fails to pay the utility bill.

ARTICLE VI: TERMS AND CONDITIONS

A. Use and Occupancy of Unit:

1. Resident and household members listed on the Lease shall have the right to the exclusive use and occupancy of the unit.
2. This provision permits reasonable accommodation of Resident's guests or visitors for a period not exceeding thirty cumulative nights in one calendar year. Permission may be granted or denied, upon Resident's advance written request to the Manager, for an extension of time under this provision.

B. Ability to Comply with Lease Terms:

1. If Resident, by reason of physical or mental impairment, is no longer able to comply with the material provisions of the Lease, is unable to make arrangement for someone to aid in such compliance, and CMHA is unable to make reasonable accommodations that would enable Resident to comply, then CMHA shall assist Resident and/or Resident's designated contact person and/or family member to find more suitable housing and move Resident from the unit. If Resident's designated contact person or family members are not willing or able to move Resident, CMHA shall work with all appropriate agencies to secure suitable housing for Resident.
2. All Residents **must** provide the name, address, and telephone number of at least one family member or friend to be contacted in case Resident becomes unable to comply with this Lease. Resident shall update this information during the annual rent re-examination. Residents must also provide their current telephone number during the annual re-examination or after a change in the telephone number.
3. If Resident involuntarily vacates the premises, other than by an eviction action, and another adult resides in the unit and is on the Lease, this adult may become head of household BUT must complete and comply with the CMHA applications process. The adult member of the household must report to the Applications Department within five (5) days of the Resident's involuntary vacation of the premises to process all necessary paperwork. This applications process includes a criminal background check, credit check, home visit, and prior landlord check. Failure to follow the above procedure is grounds for termination of the Lease and eviction from the unit. If the remaining adult fails the applications process, such failure is grounds for termination of the tenancy and eviction from the unit.

C. Redetermination of Rent, Dwelling Size, and Eligibility: HUD requires that CMHA review Resident's eligibility at least annually, as set forth below:

1. Annual Re-examinations: Once a year, CMHA shall require Resident to provide accurate information regarding Resident's household, including household composition, sources of income, assets, and any other information necessary to determine continued housing eligibility, annual income, adjusted income, and choices of rent in accordance with Article II.
 - a. All information must be verified in writing. Resident shall sign all necessary releases for verification by third-party sources, present necessary documents for review, or provide other suitable forms of verification.

- b. CMHA shall give Resident reasonable written notice of all actions Resident must take and the date by which such actions must be taken.
 - c. CMHA shall use this information to determine the amount of rent to be charged and the size and type of unit needed, in accordance with CMHA's Admissions and Continued Occupancy Policy.
 - d. If Resident misrepresents the information upon which the rent is based so that the rent that Resident pays is less than the rent that Resident should be charged, CMHA shall apply the rental increase retroactively to the effective date of the initial rent change. CMHA is under no obligation to put Resident on a rent repayment agreement for payment of the retroactive rent and CMHA has the option of terminating the Lease if such misrepresentation amounts to fraud.
 - e. Failure to comply with the above may result in the following:
 - i. Rent based upon information obtained by CMHA independently;
 - ii. Retroactive rent charges, or
 - iii. Termination of the Lease for fraud.
 - f. Families that have not responded to the second recertification notice will be considered in non-compliance. As an alternative to the eviction process, CMHA may raise the tenant rent of these non-compliant families to the flat rent amount established for their unit until such time that an income-based rent can be determined through completion of the recertification process. Before CMHA may impose a flat rent under this provision, CMHA must provide the resident with prior written notice of: CMHA's proposed action; the right of the resident to contest the proposed action under CMHA's grievance procedure; and the time period within which the resident may submit the grievance. CMHA shall not impose a flat rent under this provision until the time period for the resident to file the grievance has expired or, if the resident has timely filed a grievance, until after the grievance process has been completed. If the resident has timely filed a grievance and the grievance ruling is in favor of the resident, CMHA shall not impose a flat rent under this provision.
2. Interim Re-Examinations: Resident's rent may be re-examined at the discretion of CMHA or when:
- a. One of the following occurs:
 - i. Resident experiences a decrease in income, family size or other circumstances that justifies a reduction in rent. The reduction in rent shall take effect on the first day of the month after the claim is reported; or
 - ii. A household with zero income has an income source identified, e.g., Resident obtains a job or becomes eligible for some type of government benefit; or
 - iii. A person with income joins the household with CMHA's approval; or
 - iv. Applicable utility allowances are adjusted; or
 - v. Rent formulas or procedures are changed by Federal Law or Regulation; or
 - vi. Resident must promptly furnish CMHA any letter from HUD concerning the amount or verification of Resident's income. CMHA must verify the information and make appropriate adjustments in the amount of income,

- rent, or housing assistance payment.
 - vii. Resident must report any additional annual income either as new income or an increase of existing income for any amount in excess of \$2,500.00.
 - b. The Resident must report all of the above changes to CMHA in writing within thirty (30) business days of their occurrence.
 - c. This Lease shall not be revised to permit a change of family composition resulting from a request to allow adult children to move back into the unit unless the adult child passes CMHA's applications screening process, and the move-in does not disqualify the family for the unit it is currently occupying.
- D. Rent Adjustments: Resident shall be notified in writing of any rent adjustment thirty (30) days prior to the first of the month that the rent change is effective. All notices shall state the effective date of the rent adjustment as follows:
- 1. When a rent decrease occurs, the adjustment shall become effective on the first day of the month after the month in which Resident reported the decrease in income.
 - 2. When a rent increase occurs, the increase in rent shall become effective the first day of the second full month following Resident's prompt reporting of the increase in income.
 - 3. When a rent increase occurs due to Resident's misrepresentation, failure to report a change in family composition, or failure to report an increase in income, the rent increase shall be applied retroactively to the first day of the month after the month in which the misrepresentation was made.
- E. Transfers:
- 1. CMHA's Responsibilities: If CMHA determines that Resident must involuntarily transfer to another unit, CMHA shall:
 - a. Send Resident a written notice of CMHA's determination that Resident is required to transfer at least thirty days before the required transfer;
 - b. Send Resident another written notice at least thirty days before Resident will be required to vacate that informs Resident of the new unit, including estate name and address, where CMHA intends to move Resident;
 - c. Have the choice to modify Resident's current unit or transfer Resident to another unit, if Resident has made a written request for special features to enable Resident to accommodate a disability;
 - d. Relocate any Resident, who is not disabled and who is living in a unit designed for a person with a disability, to a unit not designed for a person with a disability if a person with a disability needs the Resident's unit;
 - e. Resident must be offered the choice to return to the original unit, if possible, once the reason for the involuntary transfer no longer exists; and
 - f. Consider Resident's request for voluntary transfer based on availability of unit, reason for transfer, and Resident's standing, in accordance with CMHA's transfer priorities set forth in CMHA's Admissions and Continued Occupancy Policy.
 - 2. Resident's Responsibilities: Upon written notice from CMHA indicating Resident's need to vacate the unit, Resident shall:
 - a. Accept a unit of appropriate size and/or features at any CMHA estate;
 - b. Accept a unit at any CMHA estate without features for a person with a disability

- if Resident is not a person with a disability and Resident's unit is needed by a person with a disability;
- c. Request a voluntary transfer to another unit, in writing, and understand that voluntary transfers are granted based upon priorities set forth in CMHA's Admissions and Continued Occupancy Policy.
3. Residents who are verified to have experienced domestic violence, dating violence, sexual assault or stalking are entitled either to abatement transfers to a different estate or issuance of a Housing Choice voucher (based on availability) pursuant to their rights under the Violence Against Women Act. CHMA will utilize HUD forms 5380 (Notice of Rights) and 5382 (Certification of Domestic Violence) as well as additional verifications from staff, neighbors, law enforcement and courts in this process. If the individual committing the violence is a member of the resident family, the lease will be bifurcated, the offending party evicted and the remaining family members transferred. VAWA transfers shall be prioritized as Abatement Transfers. The limitation to which these transfers are subject is based upon the availability of a unit of the right size in a location the victim considers to be safe when such unit has not already been offered to someone else.

ARTICLE VII: CMHA'S OBLIGATIONS

CMHA shall be obligated:

- A. To maintain the unit and the property in decent, safe and sanitary condition and in good repair.
- B. To comply with the requirements of applicable building codes, housing codes, and HUD regulations that materially affect health and safety.
- C. To make necessary repairs to the unit.
- D. To keep estate buildings, facilities, and common areas not otherwise assigned to Residents for maintenance and upkeep, in a clean and safe condition.
- E. To maintain in good and safe working order and condition all equipment and appliances supplied by CMHA, including electrical, plumbing, sanitary, heating, ventilating, elevators, stoves, refrigerators, and other equipment.
- F. To provide and maintain appropriate receptacles for the deposit of ashes, garbage, rubbish and other waste removed from the unit by Resident, as required by this Lease.
- G. To supply running water, reasonable amounts of hot water, and reasonable amounts of heat at appropriate times of the year (according to local custom and usage) EXCEPT where heat or hot water is generated by an installation within the exclusive control of Resident and supplied by a direct utility connection.

- H. To notify Resident, in writing, of the specific grounds for any proposed adverse action by CMHA. Such adverse action includes proposed lease termination, involuntary transfer, or imposition of charges for maintenance, repairs, or excess consumption of utilities.
- I. If CMHA is required to give Resident the opportunity for a grievance hearing, pursuant to CMHA's Tenant Grievance Procedure:
 - 1. Notice of proposed adverse action shall inform Resident of the right to request a grievance hearing. A Notice of Lease Termination that complies with 24 CFR 966.4(k) shall constitute adequate notice of proposed adverse action.
 - 2. For any proposed adverse action, CMHA shall not take the proposed action until the time for Resident to request a grievance hearing has expired, or, if Resident has timely requested a grievance hearing, the grievance hearing process has been completed.

ARTICLE VIII: RESIDENT'S OBLIGATIONS

Violation of any of the following obligations by Resident shall constitute a serious violation of the terms of this Lease and may result in the termination of this Lease. Resident shall be obligated:

- A. Not to:
 - 1. Assign this Lease; or
 - 2. Sublet or transfer possession of the unit; or
 - 3. Fail to reside in the unit and/or take another residence, including incarceration.
- B. Not to:
 - 1. Provide accommodations to boarders, roomers or lodgers; or
 - 2. Provide accommodations to long-term guests (in excess of thirty cumulative days in a twelve month period) without the advance written consent of CMHA.
- C. To use the unit solely as a private dwelling for Resident and household members and not to use or permit its use for any other purpose. Certain home-operated businesses are permitted but must be approved by CMHA, in writing in advance of the opening of the business.
- D. To abide by current CMHA administrative policies, regulations, and addenda thereto, and any new policies, regulations, and addenda thereto, enacted by CMHA during the term of this Lease. These policies, regulations and addenda are posted in a conspicuous manner in all Management Offices and are incorporated herein and are made a part hereof by reference. Violation of these policies, regulations, or addenda is a violation of this Lease.
- E. To comply with all obligations imposed upon Resident by applicable provisions of state and local building or housing codes that materially affect the health and/or safety of Resident, household members, neighbors and/or CMHA employees.

- F. To dispose of all ashes, garbage, rubbish, and other waste from Resident's unit or grounds, in a sanitary and safe manner in containers provided by CMHA.
- G. To use all electrical, plumbing, sanitary, heating, ventilating, air conditioning, elevators, and other equipment provided by CMHA only in a reasonable manner.
- H. To keep the unit and other assigned areas for Resident's exclusive use, other than common areas in multi-unit buildings, in a clean and safe condition, in compliance with CMHA Housekeeping Standards as set forth in Article XVIII, herein. Residents of single unit dwellings shall also:
 - 1. Keep entrances and walkways free of snow, ice, and trash; and
 - 2. Keep yard free of debris and litter; and
 - 3. Mow the grass, as specified in Part II of this Lease.
- I. To refrain from, and insure that household members and guests refrain from destroying, defacing, damaging, or removing any part of the unit or CMHA property, e.g., no walking on grass, climbing, trees or fences, writing on wall, or breaking windows.
- J. To promptly pay reasonable repair charges for damages, beyond normal wear and tear, to the unit or CMHA property, caused by Resident, household or family members or guests, upon written notice of the charges from CMHA.
- K. To promptly pay rent, utility charges, lock-out fees, court costs in cases where judgment is rendered for CMHA and the court awards court costs to CMHA, mover's fees and returned check fees. Failure to pay rent by the tenth day of the month on four (4) occasions during any twelve (12) consecutive month period is sufficient grounds for termination of this Lease.
- L. To insure that Resident, household members, family members, guests or other persons under Resident's control, shall not engage in: (1) Any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or CMHA employees; or (2) Any drug related criminal activity ON or OFF CMHA premises.
 - 1. If CMHA has reasonable cause to believe that Resident, any household member, family member, guest, or other person under Resident's control is engaging, or has engaged in, any drug-related activity, as defined at 42 USC 1437d(1), ON or OFF CMHA's premises, CMHA shall terminate this Lease. For purposes of this Lease, "drug-related criminal activity" means the illegal manufacture, sale, distribution, or use of a controlled substance or the illegal possession of a controlled substance with the intent to manufacture, sell, distribute, or use a controlled substance as defined in Section 102 of the Controlled Substances Act.
 - 2. Compliance with this section of the Lease is a material condition for continued occupancy of CMHA's premises. Any breach of this section by Resident, household members, family members, guests, or other persons in the control of Resident shall be cause for termination of this Lease.
 - 3. CMHA may terminate this Lease without regard to the following:
 - a. Whether or not any person has been arrested, charged, or convicted by law, or

- b. Whether or not Resident had any knowledge of the criminal activity engaged in by Resident's household member, family member, guest, other person under Resident's control, or the guest or invitee of any member of said Resident's household.
- M. To act, and insure that household members, family members, guests and other person in the control of Resident act on or near the premises in a manner that will not disturb other Residents's peaceful enjoyment of their accommodations and will be conducive to maintaining CMHA premises in a decent, safe and sanitary condition and in good repair. Prohibited actions include, but are not limited to:
 - 1. Unlawful activity or disorderly conduct; or
 - 2. Conduct that is a hazard to other persons's health, safety, or peaceful enjoyment; or
 - 3. Conduct that causes a nuisance; or
 - 4. Conduct, illegal or otherwise, that impairs the physical or social environment of CMHA premises, including alcohol or drug use or abuse.
- N. CMHA shall terminate Resident's Lease if:
 - 1. CMHA determines that Resident, household members, family members, guests and/or other persons in the control of Resident are abusing alcohol and such abuse interferes with the health, safety, or right to peaceful enjoyment of the premises by CMHA Residents or employees;
 - 2. CMHA determines that Resident, household members, family members, guests and/or other persons in the control of Resident are illegally using a controlled substance, even if such use does not interfere with the rights of others;
 - 3. Resident or a member of Resident's household has fled to avoid prosecution or custody or confinement after conviction for a crime, or attempt to commit a crime that is a felony; or
 - 4. Resident or a member of Resident's household has violated a condition of probation or parole imposed under Federal or State law.
- O. To make no alteration, repair or redecoration to the unit or to the equipment therein, nor to install additional equipment or major appliances without CMHA's prior written consent. Installation of major appliances may result in an additional utility charge each month for those persons residing in units for which CMHA pays the utilities.
- P. Not to change the locks or install new or additional locks on exterior doors. If CMHA cannot easily gain access to the building because of unauthorized locks, Resident will be charged for the additional costs that were incurred to gain such access.
- Q. To use no nails, tacks screw, brackets, or fasteners in the walls of the unit without CMHA's prior written consent. A reasonable number of picture hangers may be used.
- R. To give prior written notice to CMHA if Resident is leaving the unit unoccupied for any period exceeding two calendar weeks.
- S. To act in a cooperative manner with CMHA staff and neighbors and to refrain from, and

insure that household members, family members, guests, and/or persons under Resident's control refrain from disorderly conduct or acting or speaking in an abusive or threatening manner toward other CMHA residents and/or CMHA staff.

- T. Not to display, use, or possess, and insure that household members, family members, guests, and/or persons under Resident's control will not display, use or possess any firearms, operable or inoperable, or other offensive weapons as defined by the laws of the State of Ohio anywhere on CMHA premises. Residents who provide written verification to the Manager of employment as an armed police officer or security personnel are exempt from this clause.
- U. To take reasonable precautions to prevent fires. No flammable materials may be stored or kept in the unit or on CMHA premises.
- V. Not to remove the batteries from or otherwise disable smoke detectors. If it is determined by CMHA that the batteries have been removed or the smoke detector has been disabled, such shall be cause for eviction. Removal of batteries and/or disabling smoke detectors endangers the health and safety of Resident and all neighbors.
- W. To avoid obstructing sidewalks, areaways, galleries, passages, elevators, and stairs, and to avoid using these for purposes other than ingress and egress.
- X. To refrain from placing any signs of any type in or about CMHA premises without CMHA's prior written approval. Signs may only be posted on bulletin boards provided by CMHA after receiving written approval for same.
- Y. To refrain from, and ensure that household members and guests refrain from keeping, maintaining, harboring, or boarding any animal of any nature in the dwelling unit except in accordance with CMHA's Pet Policy, unless a verified disability warrants the possession of a service animal or companion animal.
- Z. To remove from CMHA's property any motor vehicles without valid registration and inspection sticker. CMHA shall remove and/or ticket any inoperable or unregistered vehicle from CHMA's property at Resident's expense.
- AA. To refrain from, and ensure that household members, family members, guests, and/or persons under Resident's control refrain from, parking any vehicle in any right-of-way or fire lane designated and marked by CMHA. Vehicles parked in fire lanes or right-of-ways are subject to immediate towing and/or ticketing by CMHA, at Resident's expense.
- BB. To refrain from, and ensure that household members, family members, guests, and/or persons under Resident's control refrain from, making automobile repairs on CMHA premises, with the exception of repairing flat tires and changing batteries. Vehicles may not be left unattended on jacks, blocks, or other means.
- CC. To refrain from, and ensure that household members, family members, guests, and/or

persons under Resident's control refrain from, littering or throwing trash and debris in common areas. If the common areas are found to contain trash and/or debris, all Residents determined to be responsible for the improper deposition of the trash will be charged for the removal of the debris. Where applicable, trash must be placed in assigned dumpsters at such time designated by CMHA.

DD. To use reasonable care to keep the unit in such condition as to ensure proper health and sanitation standards for Resident, household members, family members, guests, and/or persons under Resident's control.

EE. To remove all personal property from the unit when Resident vacates the premises. CMHA may deduct a portion of the security deposit if CMHA is required to remove Resident's property from the unit following Resident's vacation of the unit. Property left shall be considered abandoned and will be disposed of by CMHA. Any costs for disposal shall be assessed against Resident.

FF. To promptly notify CMHA of known, unsafe, or unsanitary conditions and of the need for repairs in the unit. CMHA maintenance representatives may document any unsanitary conditions found in the unit and may report said conditions to the Manager. Any damages resulting from the failure to request repairs in a timely manner may be charged to Resident.

GG. To promptly notify CMHA of known, unsafe, or unsanitary conditions in common areas or anywhere on CMHA premises.

HH. Not to:

1. Commit any fraud in connection with any Federal housing assistance program; and
2. Receive assistance for occupancy of any other unit subsidized under any Federal housing assistance program during the term of this Lease.

II. To have utilities turned on in Resident's name, promptly pay the utilities bills and avoid the disconnection of service for utilities in units where Resident is required to provide the utilities. Failure to have the utilities on in Resident's name or disconnection of utilities services for non-payment of the bill shall result in termination of this Lease. Verification may be requested from the utility companies.

JJ. Resident and each adult member of Resident's household must contribute eight hours per month of community service (not including political activity), participate in an economic self-sufficiency program for eight hours per month, or perform eight hours per month of a combination of community service performance and economic self sufficiency participation.

1. An individual will be exempt from this requirement if the individual:
 - a. is sixty-two years or older;
 - b. is a person with a visual impairment or disability, who certifies that the disability makes compliance with the community service requirement impossible;
 - c. is a primary caretaker of such an individual;

- d. is engaged in work activities;
 - e. meets the requirements for being exempted from having to engage in a work activity under the State program funded under part A of Title IV of the Social Security Act, or under any other welfare program of the State of Ohio, including a welfare-to-work program; or
 - f. is a member of a family receiving assistance, benefits or services under a State program funded under Part A of Title IV of the Social Security Act, or under any other welfare program of the State of Ohio, including a welfare-to-work program, and who has not been found to be in noncompliance with such program.
2. CMHA must verify the compliance of Resident and every adult member of Resident's household with the community service requirement. If CMHA determines that compliance with the community service requirement has not been met, CMHA must notify Resident that this Lease will not be renewed at the expiration of its term unless the Resident enters into a written agreement to cure the noncompliance, or the Resident states, in writing, that the noncompliant member of the household no longer resides in the unit.
 3. The determination of noncompliance is subject to a grievance hearing. Noncompliance with the community service requirement is not grounds for termination of the Lease, but it is grounds for a non-renewal of the Lease at the expiration of the Lease term.

KK. To promptly notify CMHA that any household member is subject to a lifetime sex offender registration program in any state.

ARTICLE IX: DEFECTS HAZARDOUS TO LIFE, HEALTH, OR SAFETY

If Resident's unit is damaged so extensively as to create conditions that are hazardous to the life, health, or safety of its occupants:

A. CMHA's Responsibilities:

1. CMHA shall repair the unit within a reasonable period of time after receiving proper notice from Resident. If the damage was caused by Resident, household members, family members, guests, or other persons under the control of Resident, Resident shall be charged for the entire cost of the repairs.
2. CMHA shall offer Resident a suitable replacement unit that is in safe, decent and sanitary condition and is an appropriate size for the family, if necessary repairs cannot be made within a reasonable time.
3. If CMHA cannot make the repairs and a suitable replacement unit is not available, CMHA shall abate the rent in accordance with the loss of value of the unit and in proportion to the seriousness of the damage.
4. Rent shall not be abated if Resident rejects a suitable replacement unit or if the damage was caused by Resident, household members, family members, guests, or other persons under the control of Resident.
5. If CMHA determines that the unit is not habitable because there is imminent danger to the life, health, and safety of Resident, and a replacement unit is rejected by

Resident, this Lease shall terminate immediately following the date upon which Resident refused such replacement unit and CMHA shall notify Resident of such termination in writing.

B. Resident's Responsibilities:

1. Resident shall accept any replacement unit offered by CMHA that is in safe, decent and sanitary condition and is an appropriate size for the family. Rejection of a replacement unit by Resident means that the rent for the unit will not be abated and no further units will be offered.
2. Resident shall immediately notify CMHA, of the damage. Damage shall be inspected by the Manager, who will determine if a replacement unit is necessary or if rent shall be abated.
3. Resident shall continue to pay rent or abated rent during the time that the defect remains uncorrected.

ARTICLE X: MOVE-IN AND MOVE-OUT INSPECTIONS

- A. Move-in Inspection: CMHA and Resident shall inspect the unit prior to occupancy by Resident. CMHA shall give Resident a written report describing the condition of the unit and note any equipment and appliances provided in the unit. The report shall be signed by a CMHA representative and Resident, and a copy of the report shall be placed in the Resident File. CMHA shall correct any deficiencies in the unit that are noted on this report at no charge to Resident, prior to move-in, if possible.
- B. Move-out Inspection: If Resident properly notifies CMHA, in writing, of Resident's intent to vacate the unit, a CMHA representative and Resident shall inspect the unit at the time Resident vacates the unit. CMHA shall give Resident a written statement of any charges for which Resident is responsible.

ARTICLE XI: ENTRY OF PREMISES DURING TENANCY

A. Resident's Responsibilities:

1. Resident agrees that a duly authorized CMHA agent, employee, or representative shall be permitted to enter Resident's unit during reasonable hours (8:00 a.m. to 5:00 p.m.) to perform routine maintenance and/or inspections, to show the unit for re-leasing, to make repairs or improvements, or for any other necessary reason. Other than in emergency situations, CMHA will give forty-eight hour notice before it will enter the unit to affect the repairs. A Resident's request for maintenance services shall constitute permission for CMHA to enter the unit to perform the repairs.

B. CMHA's Responsibilities:

1. CMHA shall give Resident at least a forty-eight hour written notice of CMHA's intent to enter the unit. Such notice may be placed under Resident's door. CMHA may enter only during reasonable hours.

2. CMHA may enter Resident's unit at any time without advance notice if there is reasonable cause to believe that an emergency exists therein.
3. If Resident and all adult household members are absent from the unit at the time of entry, CMHA shall leave a written statement in the unit that indicated who entered the unit, the date, time, and reason for entry.

ARTICLE XII: NOTICE PROCEDURES

- A. Resident's Procedures: Any notice from Resident to CMHA must be in writing. The notice shall be delivered to the Management Office or sent by prepaid first-class mail, properly addressed to CMHA's Central Office, located at 8120 Kinsman Road, Cleveland, OH 44104.
- B. CMHA's Procedures: Any notice from CMHA to Resident must be in writing. The notice shall be hand-delivered to Resident or to any adult household member or sent first-class mail addressed to Resident. However, pursuant to Ohio law, a "Notice to Vacate Premises" may be placed under the door to Resident's unit. If Resident is visually impaired, all notices must be in an intelligible format.

ARTICLE XIII: TERMINATION OF THE LEASE

The following procedures shall be followed by CMHA and Resident when terminating the Lease:

- A. At CMHA's Option: CMHA may terminate this Lease for serious or repeated material violations of the terms and conditions of this Lease or for other good cause. Upon termination of the Lease, CMHA may process an eviction action against Resident. Such serious or repeated violation of terms of this Lease shall include, but shall not be limited to:
 1. The failure to pay rent or other payments when due;
 2. Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the tenth day of the month on four (4) occasions during any twelve (12) consecutive month period;
 3. Failure to obtain CMHA's written approval prior to moving someone into Resident's unit;
 4. Failure of the Resident to relocate to a more suitable unit when requested by CMHA;
 5. Failure to comply with the Housekeeping Standards established by CMHA in Article XVIII;
 6. Failure to abide by the administrative policies, regulations, rules and addenda established by CMHA;
 7. Failure to pay utility bills when Resident is responsible for paying such bills directly to the supplier of utilities;
 8. Serious or repeated interference with the rights of other residents or staff;
 9. Misrepresentation of family income, assets, or composition;

10. Failure of Resident to supply to CMHA, in a timely fashion, any certification, release, information, or documentation on family income or composition needed to process annual re-examination or interim re-examination;
 11. Serious or repeated damage to the premises, creation of physical hazards in the unit, common areas, grounds, or parking areas of any project site;
 12. Removing the battery from or otherwise disabling smoke detectors;
 13. A fire on CMHA premises caused by Resident's carelessness, failure to supervise children or unattended cooking;
 14. Weapons or illegal drugs seized in Resident's unit by a law enforcement officer.
 15. Criminal activity by Resident, household member, guest, or other person under Resident's control, that threatens the health, safety, or right to peaceful enjoyment of CMHA's public housing premises by other residents, or any drug-related criminal activity on or off CMHA property.
 16. Discovery of facts, after admission, that would have made Resident ineligible under CMHA's implementation of a HUD regulation that mandates denial of admission.
 17. Discovery of material false statements or fraud by Resident in connection with the CMHA application process for the leased unit or in connection with reexamination of Resident's income.
- B. If Resident is evicted for drug-related, criminal, or any other activity that threatens the health, safety, or right to peaceful enjoyment, CMHA shall notify the local post office that Resident or household member is no longer residing in the unit. The post office shall cease delivery of mail to the unit for such person so that there is no reason for that person to return to the unit or the estate. A Resident or household member evicted for the above reasons shall be barred from ALL CMHA premises and is subject to arrest for criminal trespass if found on CMHA premises.
- C. CMHA shall give Resident a written Notice of Termination. Such notice shall be for the following time periods:
1. Fourteen days in the case of failure to pay rent;
 2. A reasonable time, but not less than three days, if the activities of Resident, household members, family members, guests, or other persons under the control of Resident create or maintain a threat to the health or safety of other residents or CMHA staff or in the case of criminal or drug-related activity; and
 3. Thirty days in all other cases.
- D. Pursuant to federal law, the Notice of Termination must:
1. State specific reasons for the termination and inform Resident of the right to make such reply as Resident may wish and Resident's right to examine CMHA documents directly relevant to the termination;
 2. If CMHA is required to offer Resident a grievance hearing, the notice shall inform Resident of the right to request a hearing in accordance with CMHA's Grievance Procedure. Resident's tenancy shall not terminate, even if any Notice to Vacate under Ohio law has expired until the time to request a hearing has expired, or, if a hearing has been requested, the grievance process is completed.
 3. If CMHA is not required to offer Resident a grievance hearing, based upon a Due

Process Determination made by HUD, for the activity upon which the termination is sought, the Notice of Termination shall:

- a. State that Resident is not entitled to a grievance hearing;
- b. Specify the judicial eviction procedure to be used by CMHA and state that HUD has determined that the eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process; and
- c. State whether the eviction is for:
 - i. Activity that threatens the health, safety, or peaceful enjoyment of CMHA residents or staff, or
 - ii. Drug-related criminal activity.
- d. CMHA may evict Resident from the unit only by bringing a court action.

E. At Resident's Option: Resident may terminate this Lease at any time by serving to CMHA a written notice at least thirty days before Resident intends to vacate by delivering same to the Management Office. The tenancy will expire on the thirtieth day and, provided the tenant vacates the premises, the rent obligation will cease on the thirtieth day. If the tenant fails to give such notice, or is evicted, the rental obligation will continue until CMHA has possession of the premises.

F. Protections Against Eviction

1. The Violence Against Women Act (VAWA) states that an incident or incidents of actual or threatened domestic violence, dating violence, stalking, or sexual assault, will not be considered to be a "serious or repeated" violation of your lease if you are the victim or affiliated individual of the incident or incidents of domestic violence, dating violence, stalking, or sexual assault. This means you may not be evicted based on such an incident or incidents where you are the victim.
2. In addition, although CMHA may evict you for certain types of criminal activity as provided in your lease, VAWA states that CMHA may not evict you if the criminal activity is:
 - a. Directly related to domestic violence, dating violence, or stalking, and
 - b. Engaged in by a member of your household, or any guest, or another person under your control; and
 - c. You or a member of your immediate family is the victim of this criminal activity.
3. If CMHA notifies you that it intends to terminate your tenancy based on an incident or incidents of domestic violence, dating violence, or stalking, and you claim protection against eviction under VAWA, you may be required to deliver a certification to CMHA. You must deliver the certification within 14 business days after you receive CMHA's request for it. If you do not do this within the time allowed, you will not have protection under VAWA and CMHA may proceed with terminating your tenancy without reference to the VAWA protections.
4. You may certify either by:
 - a. Completing and delivering a HUD-approved certification form which will be supplied by CMHA; or
 - b. Providing CMHA with documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional from whom the victim has sought assistance in addressing domestic violence, dating violence, or

- stalking or the effects of the abuse (this certification must be sworn under penalty of perjury); or
- c. Producing a Federal, State, or local police or court record.
5. VAWA also allows CMHA to evict, remove, or terminate assistance to any individual tenant or lawful occupant who engages in criminal acts of physical violence against family members or others. This may be done without evicting or taking any other action adverse to the other occupants.

ARTICLE XIV: WAIVER

CMHA may take any appropriate action if Resident violates the terms and conditions of this Lease and such violations are not brought immediately to the attention of CMHA. CMHA's failure to act on any past violation shall not constitute a waiver of CMHA's right to act on subsequent similar violations.

ARTICLE XV: POSTING OF POLICIES, RULES, AND REGULATIONS

- A. CMHA rules, regulations, policies, and schedules of special charges for services, repairs and utilities shall be publicly posted in a conspicuous manner in the Management Office and shall be furnished to Resident on request.
- B. CMHA may modify such rules, regulations, policies, and schedules from time to time after CMHA gives each resident a written notice, of at least thirty days, which sets forth the proposed modification, the reasons for such modification and provides an opportunity for residents to present written comments that shall be considered by CMHA before the modification becomes effective. A copy of the notice of proposed modification shall be delivered directly or mailed to each resident or posted in at least three conspicuous places within each structure or building in which the affected dwelling units are located, as well as in a conspicuous place at the Management Office.

ARTICLE XVI: MODIFICATIONS

Modifications to this Lease may only be made in writing, signed by both parties, or as provided in the "Notice of Rent Adjustment" properly mailed to Resident. Any amendments, deletions, or addenda to this Lease shall be incorporated by reference and made a part hereof.

- A. CMHA may terminate this Lease if Resident fails to accept CMHA's offer of a Lease revision.
- B. CMHA must give Resident written notice of the offer of a revision at least sixty days before it is scheduled to take effect. The offer must specify a reasonable time limit within that period for acceptance by the family.

ARTICLE XVII: INSURANCE

All personal property belonging to Resident or to any household member or guest shall be in the unit at the risk of the Resident or other person, and CMHA shall not be liable for the theft or misappropriation thereof, nor damage or injury sustained by an act of God, negligence on the part of Resident, family members, guests or people under Resident's control, or other acts that are not within the control of CMHA.

- A. Resident is encouraged to obtain personal property insurance.
- B. CMHA and Resident shall waive all rights of recovery against each other to the extent that payment or other restitution is made for any loss or damage under an insurance policy.

ARTICLE XVIII: HOUSEKEEPING STANDARDS

In an effort to improve the habitability and conditions of the properties owned and managed by CMHA, uniform standards for housekeeping have been developed for all families.

- A. CMHA's Responsibilities:
 - 1. CMHA shall apply all housekeeping standards fairly and uniformly to all residents.
 - 2. All residents are subject to monthly housekeeping inspections but CMHA **must** inspect each unit at least annually to determine compliance with the standards. CMHA may take pictures of the unit. Upon completion of the inspection, CMHA shall notify Resident in writing if the unit fails to comply with the standards and shall advise Resident of the correction required to establish compliance. The notice shall also indicate that training is available. Within a reasonable period of time, CMHA shall schedule a second inspection. Failure of a second inspection shall result in the issuance of a notice of termination or the mandatory attendance at housekeeping classes. Failure to attend the entire series of classes is cause for termination of this Lease.
- B. Resident's Responsibilities: Resident shall abide by the standards set forth below.
 - 1. Inside the unit:
 - a. Walls: must be clean and free of dirt, grease, holes, fingerprints, crayon or other marks, and cobwebs.
 - b. Tile floors: must be swept and mopped regularly and free of hazards.
 - c. Carpets: must be vacuumed regularly and free of burn marks and spots.
 - d. Ceilings: must be clean and free of dust, dirt, grease, and cobwebs.
 - e. Woodwork: must be clean and free of dust, dirt, grease, and cobwebs.
 - f. Doors: must be clean and free of dirt, grease, and cobwebs.
 - g. Windows:
 - i. Glass: must be clean and have curtains, shades, or blinds in place.

- ii. Casings: must be clean and free of dust, dirt, and cobwebs.
 - h. Heating units: must be dusted, uncluttered and not blocked by furniture or other belongings.
 - i. Entire unit: must be free of rodent or insect infestation.
2. Kitchen:
- a. Stove: must be clean and free of food, dirt, and grease.
 - b. Refrigerator: must be clean, doors should close properly, and freezer must have no more than one-fourth inch of ice.
 - c. Cabinets: must be clean, orderly, and neat, free of grease and spilled food, and storage under the sink should be limited to small items to permit access for repairs.
 - d. Exhaust fan: must be free of grease and dust.
 - e. Sink: must be clean, free of grease, garbage and dirty dishes. Clean dishes must be put away in a timely manner.
 - f. Trash/garbage: must be stored in a covered container and must be removed from the unit at least weekly.
3. Bathroom:
- a. Toilet & tank: must be clean, odor-free and flush properly.
 - b. Tub/shower: must be clean and free of mildew, mold, and soap scum. Shower curtains must be in place and of adequate length.
 - c. Exhaust fan: must be clean, sanitary, and free of dust.
4. Storage Areas:
- a. Closet: must be neat, orderly, clean, and free of hazards. Flammable materials MAY NOT be stored in the unit.
 - b. Other storage: must be clean, neat, and free of hazards.
5. General Standards Outside the Unit (for scattered site developments):
- a. Yard: must be free of debris, trash, and abandoned cars. Grass must be mowed by Resident.
 - b. Porch: must be clean, free of hazards, and access shall not be impeded by items stored on the porch.
 - c. Steps: must be clean, and free of hazards and snow/ice must be cleared by Resident.
 - d. Sidewalk: must be clean, free of hazards, and no rubbish or other items may be stored or placed there by Resident.
 - e. Storm door: must be clean and in good repair.
 - f. Parking lot: must be free of abandoned cars and no car repairs may be done.
 - g. Hallway: must be clean, free of hazards, and no rubbish or other items may be stored or placed there by Resident.
 - h. Stairwell: must be clean, uncluttered, free of hazards and access shall not be impeded by Resident's belongings or rubbish.
 - i. Laundry area: must be clean, neat and lint shall be removed by Resident from dryers after use. Resident shall remove all rubbish (dryer sheets, lint) and shall

- clean up any spills caused by Resident (laundry detergent, bleach, fabric softener).
- j. Utility room: must be free of debris, motor vehicle parts, and flammable materials.

ARTICLE XIX: GRIEVANCE PROCEDURE

Resident has the right to file a grievance regarding any dispute that Resident has with respect to any CMHA action or failure to act in accordance with Resident's Lease or CMHA regulations, if such action or inaction adversely affects Resident's rights, duties, welfare, or status.

- A. Disputes arising from any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of CMHA, and or any drug-related criminal activity on or off the premises shall not be subject to the Grievance Procedure.
- B. All grievances under this Lease shall be processed and resolved pursuant to the Grievance Procedure that is in effect at the time the grievance arose. The Grievance Procedure is included at the end of this Lease booklet and is incorporated herein by reference.

ARTICLE XX: SEVERABILITY

The validity or enforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision, and to this end, the provisions of this Lease are declared to be severable. It is the intention of the parties that, if any provision of this Lease may be construed in more than one way, one that will render the provision enforceable and the other that will render the provision unenforceable, the provision shall be construed to render it enforceable.

ARTICLE XXI: LEAD-BASED PAINT WARNING

If constructed prior to 1978, your unit may contain lead-based paint. You are required to read and adhere to the instructions provided in the lead-based paint notification issued by the Department of Housing and Urban Development.

ACKNOWLEDGEMENT

Resident hereby agrees that all the provisions of this lease have been read and are understood. Resident further agrees to be bound by its provisions and conditions as written. By signing part II of the lease, resident agrees to be bound by the conditions contained in part I and further said signature acknowledges receipt of a copy of part I and II of the lease.

CUYAHOGA METROPOLITAN HOUSING AUTHORITY

8120 Kinsman Road, Cleveland, Ohio 44104 (216) 348-5000

PART II OF THE DWELLING LEASE AGREEMENT

Property _____ Account/Client Number: _____

Bedroom Size: _____

THIS AGREEMENT, executed on _____ by and between the Cuyahoga Metropolitan Housing Authority (herein called "CMHA"), and _____ (herein called the 'Resident').
Your lease is effective _____ and ends midnight on _____.

WITNESSETH:

- (1) That CMHA, relying upon the representations of the Resident as to the Resident's income, family composition and housing need, hereby leases to Resident, (upon terms and conditions set forth in Part I of the Lease agreement) and further described below, the dwelling unit **LOCATED AT:**

(and hereinafter called the 'premises') to be occupied exclusively as a private residence by Resident and Resident's Household members. The Resident's **UNIT NUMBER** is: _____

FAMILY COMPOSITION:

- (2) The Resident represents to Management that the persons listed below, as indicated after their names, constitute the members of the household who will occupy the dwelling unit leased. The Resident may delete or add household members by initialing along with Management the change on this lease and providing required verification subject to Management's approval and applicable law.

ALL INDIVIDUALS WHO RESIDE IN UNIT

NAME	SEX	DATE OF BIRTH	SS#	RELATIONSHIP	INITIAL	DATE

(3) RENT: FIRST MONTH

Initial Total Tenant Payment (TTP) shall be \$_____, less the Utility allowance (if applicable) of \$_____, Tenant Payment (TP) to CMHA _____. If the utility allowance exceeds the TTP, the Resident shall receive the benefit of \$.00 from CMHA for reimbursement of utilities paid to the utility Company for the period beginning _____ and ending at midnight on _____.

THEREAFTER, the monthly rent shall be payable on the first day of each month or the next working day thereafter in the event that the first day is a Saturday, Sunday or holiday. If rent is not paid by the tenth day of each month, Resident will be charged a **\$10.00 late fee** for each month that rent is not paid by the tenth day. Resident's monthly rent (TTP) shall be \$_____. Resident's monthly payment to CMHA (TP) shall be \$_____ which is less the utility allowance(s) of \$_____. If the utility allowance exceeds the TTP, Resident shall receive the benefit of a utility reimbursement of \$ 0.00 paid to either the [] Utility Company or [] Resident.

(4) UTILITIES: CMHA - Supplied Utilities [] (Master Meter)

If indicated by an (X) below, CMHA provides the indicated utility as part of the rent for the premises: [] Electricity [] Natural Gas [] Heating Fuel [] Other_____.

(5) CHARGES FOR EXCESS APPLIANCES: MASTER METERED BUILDINGS

Charges for excess appliances are due per the following:

Air Conditioners: An additional charge of \$_____ per month shall be payable for each air conditioner in the premises for each month of occupancy.

Other Appliances: If checked below, an additional charge of \$_____ per month shall be payable for each excess appliance on the premises for each month of occupancy.

<input type="checkbox"/> Freezer, type:_____	
<input type="checkbox"/> Automatic Dishwasher	<input type="checkbox"/> Dryers \$5.00
<input type="checkbox"/> Other:_____	<input type="checkbox"/> Washers \$2.00

(6) TENANT-PAID UTILITIES: ☐ (Individual Meter)

If indicated by an (X) above, CMHA shall provide the Resident with a Utility Allowance in the monthly amount of \$_____ for ☐ electricity and/or ☐ gas for utilities paid directly to the Utility companies by the Resident.

(7) SURCHARGE - CHECKMETER: ☐

If indicated by (X) above, the Resident shall pay to CMHA a surcharge for each additional kilowatt hour or cubic feet consumed in excess of the established quarterly allowances reflected below at the established uniform monthly rate. (See Administrative Order 35.0 Appendix 'A' for Electricity allowances and Appendix 'B' for Gas allowances.)

☐ **Electricity consumed in excess of the following kilowatt Hrs:**

Jan. Feb. Mar.:_____ Apr. May. June_____ July. Aug. Sept.:_____
Oct. Nov. Dec.:_____

☐ **Gas consumed in excess of the following cubic feet:**

Jan. Feb. Mar.:_____ Apr. May. June_____ July. Aug. Sept.:_____
Oct. Nov. Dec.:_____

CMHA SUPPLIED APPLIANCES:

If indicated by an (X) below, CMHA shall provide the following appliances for the premises: ☐ **Cooking Range** ☐ **Refrigerator**
☐ **Air Conditioner.**

(8) SECURITY DEPOSIT

The Resident agrees to pay \$_____ as a security deposit. (See Part I of this lease for information on treatment of the Security Deposit.)

(9) **SEASONAL MAINTENANCE REQUIREMENTS:** ☐ **ROWHOUSE** ☐ **TOWNHOUSE**
☐ **MAISONETTE** ☐ **ACQUISITION/SCATTERED SITE HOUSING**

Residents residing in the type of housing indicated above agree to perform seasonal maintenance duties in and around the proximity of their dwelling unit as specified in the estate Maintenance Schedule unless verified physical or mental conditions exist which will prevent them from performing such activity.

(10) **ADDITIONAL LITERATURE**

If indicated by an (X) below, CMHA has provided the Resident with a copy of the following information or location of the posted information for Resident's review:

<input checked="" type="checkbox"/> Parts I & II of this Lease	<input checked="" type="checkbox"/> Pet Policy
<input checked="" type="checkbox"/> Standard Maintenance Charges	<input checked="" type="checkbox"/> Watch out for Lead Paint Poisoning
<input checked="" type="checkbox"/> Grievance Procedure	<input checked="" type="checkbox"/> Housekeeping Standards
<input checked="" type="checkbox"/> Resident Handbook	<input type="checkbox"/> Other _____
<input checked="" type="checkbox"/> Maintenance Responsibility Schedule	
<input type="checkbox"/> Addendum to Lease Agreement	

TENANT'S CERTIFICATION

I, _____, hereby certify that I and other members of my Household, have not committed any fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to CMHA before execution of the lease, or before approval for occupancy of the unit by the Household members. It is also understood that such actions are grounds for termination of tenancy and punishable under Federal Law.

I further certify that all information or documentation submitted by myself or other Household members to CMHA in connection with any federal housing assistance program (before and during the lease term) are true and complete to the best of my knowledge and belief.

RESIDENT'S SIGNATURE

DATE

EMERGENCY CONTACT NAME

ADDRESS

PHONE NUMBER

RELATIONSHIP

STATEMENT OF RECEIPT

I/We have received a copy of the above information including 'Watch out for Lead Paint Poisoning.' The above information has been thoroughly explained to me/us. I/We understand the possibility the lead-based paint may exist in the unit.

By the signature(s) below I/We also acknowledge that the Provisions of Parts I & II of this Lease Agreement have been thoroughly explained to me/us and I/we agree to be bound by its provisions and conditions incorporated by reference and as written.

If you believe you have been discriminated against, you may call the Fair Housing and Equal Opportunity National-Toll Free Hot Line at 1-800-424-8590. Signed and dated by both parties.

In witness whereof, the parties have executed this Lease Agreement this

_____ day of _____, _____, at CLEVELAND, Ohio.

RESIDENT: _____
Head of Household

RESIDENT: _____

RESIDENT: _____

CUYAHOGA METROPOLITAN HOUSING AUTHORITY

BY: _____

TITLE: PUBLIC HOUSING MANAGER

Management Office Address _____ Hours: 8:30AM - 5:00PM

Management Office Telephone Number: _____

CMHA Police Emergency Number: (216) 391-2642

Service Request Number: (216) 432-5522

CONVENTIONAL DWELLING LEASE ADDENDUM FOR SATELLITE DISH OR ANTENNA

Under a Federal Communications Commission (FCC) order, you as our resident have a right to install a transmitting or receiving satellite dish or antenna on the leased premises, subject to FCC limitations. We as a rental housing owner are allowed to impose reasonable restrictions relating to such installation. You are required to comply with these restrictions as a condition of installing such equipment. This addendum contains the restrictions that you and we agree to follow:

1. Number and Size. You may install one (1) satellite dish or antenna on the leased premises. A satellite dish may not exceed one meter (3.3 feet) in diameter. Antennas that only transmit signals or that are not covered by 47 CFR 1.4000 are prohibited.

2. Location. Your satellite dish or antenna must be located: (1) inside your dwelling; or (2) in an area outside your dwelling such as a balcony, patio, yard, etc. of which you have exclusive use under your lease. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.

Installation is not permitted on any parking area, roof, exterior wall, window, window sill, or fence. Installation in a common area designated by Management for the purpose may be permitted with our prior written consent.

3. Safety and non-interference. Your installation (1) must comply with all applicable ordinances and laws and all reasonable safety standards; (2) may not interfere with our cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to our telecommunication systems; and (4) may not be connected to our electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to portable heavy object such as a small slab of concrete; (2) clamping it to a part of the building's exterior that lies within your leased premises (such as a balcony or patio railing); or (3) any other method approved by us in writing. No other methods are allowed. We may require reasonable screening of the satellite dish or antenna by plants, etc., so long as doing so will not impair signal reception.

4. Signal transmission from exterior dish or antenna to interior of dwelling. You may not damage or alter the leased premises and may not drill holes through outside walls, door jams, window sills, etc. If your satellite dish or antenna is installed outside your dwelling (on a balcony, patio, etc) the signals received by it may be transmitted to the interior of your dwelling only by the following methods: (1) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables "through a window pane", similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window – without drilling hole through the window; (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the dwelling; or (5) any other method approved by us in writing.

5. **Safety in installation.** In order to assure safety, the strength and type of materials used for installation must be approved by us. Installation must be done by a qualified person or company approved by us. Our approval will not be unreasonably withheld, and an installer provided by the seller of the satellite dish or antenna is presumed to be qualified.

6. **Maintenance.** You will have the sole responsibility for maintaining your satellite dish, antenna and all related equipment.

7. **Removal and damages.** You must remove the satellite dish or antenna and all related equipment when you move out of the unit. You must pay for any damages and for the cost of repairs or repainting caused by negligence, carelessness, accident or abuse which may be reasonably necessary to restore the leased premises to its condition prior to the installation of your satellite dish, antenna or related equipment. You will not be responsible for normal wear.

8. **Indemnification.** You must take full responsibility for the satellite dish, antenna and related equipment. You agree to hold the Cuyahoga Metropolitan Housing Authority, its affiliates, Board of Commissioners, officers, and employees harmless and indemnify each of them against any claims, damages, losses, suits, or actions for death, injury, or damage either caused by or arising from your satellite dish, antenna, and related equipment.

9. **When you may begin installation.** You may start installation of your satellite dish, antenna or related equipment only after you have: (1) signed this addendum and (2) received our prior written approval of the installation, which approval may not be unreasonably withheld.

This addendum is entered into and agreed upon this _____ day of _____, 20____.

Resident Printed Name

Resident Signature

Management Representative Printed Name

Management Representative Signature

Section Twelve

Tenant Grievance Procedure

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Forms:

- A. Request for Informal Hearing
- B. Request for Formal Hearing

Section 12: Tenant Grievance Procedure

§12.01 PURPOSE

THIS TENANT GRIEVANCE PROCEDURE IS AN ADMINISTRATIVE METHOD MANDATED BY HUD TO ADDRESS RESIDENT COMPLAINTS. CMHA IS REQUIRED TO HAVE GRIEVANCE PROCEDURES THAT MEET THE REGULATORY REQUIREMENTS SET FORTH IN 24 CFR§ 966.50-57. THE FOLLOWING PROCEDURE SETS FORTH CMHA'S REQUIREMENTS, STANDARDS, AND CRITERIA TO ASSURE THAT RESIDENTS RECEIVE AN OPPORTUNITY FOR A HEARING AS PRESCRIBED BY HUD REGULATIONS. THIS PROCEDURE IS APPLICABLE TO ALL INDIVIDUAL GRIEVANCES, AS DEFINED BELOW.

§12.02 DEFINITIONS APPLICABLE TO THIS PROCEDURE (24 CFR 966.53)

- A. **Grievance:** Any dispute that a tenant may have with a CMHA act or failure to act in accordance with the lease or applicable regulations that adversely affects the individual tenant's rights, duties, welfare, or status. The grievance procedure is applicable only to individual tenant issues relating to CMHA. Class grievances are not subject to the grievance procedure and the grievance procedure is not to be used as a forum for initiating policy changes of CMHA.
- B. **Complainant:** Any tenant (as defined below) whose grievance is presented to CMHA in accordance with the requirements presented in this Section.
- C. **Hearing Officer(s):** A person selected in accordance with 24 CFR §966.53 and this Section to hear grievances and render decisions with respect thereto.
- D. **Tenant:** The adult person (other than a Live-in Aide):
 - 1. Who resides in the unit, and who executed the Lease with CMHA as a lessee of the dwelling unit, or, if no such person now resides in the unit,
 - 2. Who resides in the unit, and who is the remaining head of household of the Tenant family residing in the dwelling unit and who is on the Lease.
- E. **Tenant Organization:** An organization of tenants that also includes a tenant management corporation.
- F. **Property Manager:** The person or persons responsible for the daily management of the estate on which the grieving tenant resides.

§12.03 APPLICABILITY OF THIS PROCEDURE [24 CFR 966.51]

- A. In accordance with the applicable Federal regulations, this Section shall be applicable to all individual grievances (as defined in Section II above) between the Tenant and CMHA. [24 CFR 966.51 (a)]
- B. Because HUD has issued a due process determination that the law of the State of Ohio affords a Tenant the opportunity for a hearing in court that provides the basic Elements of Due Process before eviction from the dwelling unit, this Procedure shall not be applicable to any termination of tenancy or eviction that involves:
 - 1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of CMHA's public housing premises by other residents or CMHA employees; or
 - 2. Any violent criminal activity or drug-related criminal activity on or off CMHA premises as defined and incorporated in the Lease; or
 - 3. Any criminal activity that resulted in a felony conviction of a household member.
- C. This Procedure shall not be applicable to disputes between tenants that do not involve CMHA, or to class grievances. The grievance procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of Tenants and CMHA's Board of Commissioners. [24 CFR 966.51(b)]
- D. This Section is incorporated by reference in all tenant dwelling leases and shall be issued to each tenant and all tenant organizations. [24 CFR 966.52 (b) and (d)]
- E. CMHA shall provide at least thirty days' notice to tenants and Tenant Organizations, setting forth the proposed changes and providing an opportunity to present written comments. Comments submitted shall be considered by CMHA before adopting any changes to this procedure. [24 CFR 966.52(c)]

§12.04 INFORMAL SETTLEMENT OF A GRIEVANCE [24 CFR 966.54]

- A. Any grievance **MUST** be personally presented, either orally or in writing, to the CMHA Central Office or the Management Office of the Estate on which the Complainant resides within ten business days after the grievous event. (CMHA will make reasonable accommodations for persons with disabilities throughout the grievance process.) For this purpose, the Complainant may use (but is not required to use) the Request for Informal Hearing form, a copy of which is attached at the end of this Procedure. Copies of this form shall be furnished to any Tenant upon request at any Management Office or the CMHA Central Office. The Complainant shall retain a date-stamped copy of the grievance when filed. CMHA's representative shall provide the Complainant with written acknowledgment of receipt of the grievance. Such acknowledgment shall include the name and signature of the person who has received the grievance and the date of such receipt. This written acknowledgment shall be

made on the Request for Informal Hearing form, a copy of which is attached at the end of this Procedure.

- B. Grievances received by the CMHA Central Office shall be referred to the person responsible for the management of the estate on which the Complainant resides.
- C. As soon as the grievance is received, it shall be date-stamped and reviewed by the management office of the estate to be certain that none of the exclusions set forth in Section III of this Procedure apply. Should one of the exclusions apply, the Complainant shall be notified, in writing that the matter is not subject to this Procedure and the reasons shall be set forth therein. [24 CFR 966.55(g)]
- D. If none of the exclusions apply, the Complainant shall be contacted to arrange a mutually convenient time within ten business days to meet so that the grievance may be discussed informally and settled without a hearing, if possible. Arrangements for setting the informal meeting shall be made using the Informal Hearing Notice form, a copy of which is included at the end of this Procedure. At the informal meeting, the Complainant shall present the grievance and the Property Manager shall attempt to settle the grievance to the satisfaction of both parties.
- E. Within five business days following the informal discussion, CMHA shall prepare and hand-deliver or mail to the Complainant a summary of the informal meeting. Said summary must specify the names of the participants, the date of the meeting, the proposed disposition of the complaint and the specific reasons therefore, and the procedures by which a formal hearing under this Section may be obtained if the Complainant is not satisfied. A copy of the summary shall also be placed in the Complainant's file. The Property manager shall use the Summary of Informal Hearing form for this purpose.
- F. A request for and attendance at an informal meeting is required before a formal grievance hearing will be scheduled.

§12.05 REQUESTING A FORMAL GRIEVANCE HEARING

- A. If the Complainant is dissatisfied with the settlement arrived at in the informal meeting, the Complainant must submit a written request for a hearing to the CMHA Central Office or to the Management Office no later than five business days after the summary of the informal hearing is received.
- B. The written request shall specify:
 - 1. The reasons for the grievance;

2. The action or relief sought from CMHA; and
 3. Optional dates and times in the following month when the Complainant can attend a grievance hearing. For this purpose, Complainant may use the Request for Formal Hearing form, a copy of which is included at the end of this Section.
- C. If the Complainant requests a hearing within five business days, CMHA shall acknowledge receipt of the request for a formal hearing by using the Request for Formal Hearing form. CMHA shall then schedule a hearing on the grievance at the earliest time possible for the Complainant, CMHA, and the Hearing Officer(s). CMHA shall notify Complainant, using the Formal Hearing Notice Form, of the date and time of the hearing. Such notice shall also explain the procedure to be used during the grievance hearing.
- D. If the Complainant fails to request a hearing within five business days after receiving the summary of the informal meeting, CMHA's decision that was rendered at the informal meeting becomes final and CMHA is not obligated to offer the Complainant a formal hearing. However, if the Complainant can show good cause why the Complainant failed to proceed in accordance with this Procedure, a formal hearing shall be held.
- E. The failure to request a grievance hearing does not affect the Complainant's right to contest CMHA's decision in a court hearing.

§12.06 SELECTING HEARING OFFICER(S)

- A. A grievance hearing shall be conducted by an impartial person or persons appointed by CMHA, other than a person who made or approved CMHA's action under review or a subordinate of such person.
- B. CMHA shall nominate persons to act in an impartial capacity as Hearing Officer(s). The following may be invited to be a part of the hearing process: CMHA staff members, residents, professional arbitrators, volunteers, or others.
- C. CMHA shall determine if the nominee has an interest in serving as a potential Hearing Officer(s), if the nominee is capable of impartiality, if the nominee can serve without compensation, and what limitations on the nominee's time would affect such service.
- D. Nominees shall be informed that they will be expected to disqualify themselves from hearing grievances that involve friends, other residents of estates in which they work or reside, or grievances in which they have some personal interest.
- E. Nominees who are not interested in serving as Hearing Officer(s) or whose time is too limited to make service practical will be withdrawn.

- F. A slate of potential Hearing Officer(s) nominated by CMHA shall be submitted to CMHA's resident organizations. Written comments from the organizations shall be considered by CMHA before the nominees are appointed as Hearing Officer(s).
- G. When the comments from resident organizations have been received and considered, the nominees will be informed that they are CMHA's official grievance hearing committee. CMHA will subsequently contact committee members in random order to request their participation as Hearing Officer(s).

§12.07 PROCEDURES GOVERNING THE HEARING [24 CFR 966.56]

- A. The hearing must be scheduled promptly for a time reasonably convenient to both the complainant and CMHA and shall be held before a Hearing Officer(s) as described above. A written notification specifying the time, place, and the procedures governing the hearing must be delivered to the complainant and the appropriate official. Procedures governing the hearing (24 CFR §966.56) shall include:
 - 1. A decision based solely and exclusively upon the facts presented at the hearing;
 - 2. The opportunity to examine CMHA documents before the hearing, including records and regulations that are relevant to the hearing;
 - 3. The tenant may copy documents relevant to the hearing at the tenant's expense;
 - 4. Any documents not made available upon request of the tenant may not be used in the course of the hearing;
 - 5. The right to be represented by counsel or other person chosen as the tenant's representative. The counsel or tenant's representative may make statements on the tenant's behalf;
 - 6. The right to a private hearing unless the tenant requests a public hearing;
 - 7. The right to present evidence and arguments in support of the complaint, to controvert evidence relied on by CMHA, and to confront and cross-examine witnesses upon shoes testimony or information CMHA relies.
- B. Complainants must be afforded a fair hearing. A fair hearing includes the following elements:
 - 1. A decision based solely and exclusively upon the facts presented at the hearing;
 - 2. The opportunity to examine CMHA documents before the hearing, including records and regulations that are relevant to the hearing;
 - 3. The tenant may copy documents relevant to the hearing at the tenant's expense;
 - 4. Any documents not made available upon request of the tenant may not be used in the course of the hearing;
 - 5. The right to be represented by counsel or other person chosen as the tenant's representative. The counsel or tenant's representative may make statements on the tenant's behalf;
 - 6. The right to a private hearing unless the tenant requests a public hearing;
 - 7. The right to present evidence and arguments in support of the complaint, to controvert evidence relied on by CMHA, and to confront and cross-examine witnesses upon shoes testimony or information CMHA relies.
- C. The Hearing Officer(s) may render a decision without proceeding with the hearing if they determine that the issue has been previously decided in another proceeding.
- D. At the hearing, the Complainant must first make a showing of an entitlement to the relief sought and, thereafter, CMHA must sustain the burden of justifying CMHA's action or failure to act, which is the subject of the grievance. (24 CFR 966.56(e))

- E. The hearing shall be conducted informally by the Hearing Officer(s). Oral or documentary evidence pertinent to the facts and issues raised by the Complainant may be received without regard to admissibility under any judicial rules of evidence. (24 CFR 966.56(1))
- F. The Hearing Officer(s) shall require CMHA, the Complainant, counsel, and other participants or spectators to conduct themselves in an orderly fashion. The Hearing Officer(s) may require witnesses who are waiting to testify to remain in another room until their testimony is needed. Failure to comply with the directions of the Hearing Officer(s) may result in exclusion from the proceedings or in a decision that is adverse to the interests of the disorderly party and the grant or denial of the relief sought, as appropriate. (24 CFR 966.56(f))
- G. The Complainant or CMHA may arrange in advance, and at the expense of the party arranging, for a court reporter to be present at the hearing. Any interested party may purchase a copy of any transcript of the hearing. (24 CFR 966.56(h))
- H. CMHA must provide reasonable accommodations for persons with disabilities to participate in the hearing. Reasonable accommodations may include qualified sign language interpreters, readers, accessible locations, or attendants. If the Complainant is a person with a visual impairment, any notice to the Complainant that is required under this Procedure must be in an accessible format. (24 CFR 966.56(h))
- I. If it is determined that a Hearing Officer(s) should have disqualified himself/herself but failed to do so, as required above, CMHA will remove the individual from the hearing committee. The hearing results will be invalidated and a new hearing will be scheduled with a new Hearing Officer(s).

§12.08 FAILURE TO APPEAR AT THE HEARING (24 CFR 966.56(D))

- A. The hearing shall be attended by the Resident, a representative of CMHA, the Hearing Officer(s) and any witnesses.
- B. If any of the above persons fail to appear at the scheduled hearing, the Hearing Officer(s) may postpone the hearing for no more than five business days or make a determination that the party's request for relief should be denied.

§12.09 DECISION OF THE HEARING OFFICER(S) [24 CFR 966.57]

- A. The Hearing Officer(s) shall prepare a written decision containing the reasons for the decision within three business days.
- B. However, any determination that the Complainant has waived his right to a hearing shall not constitute a waiver of any right the Complainant may have to contest CMHA's disposition of the grievance in court. [24 CFR 966.56(d)]

- C. CMHA shall retain a copy of the decision in the Complainant's folder. CMHA shall maintain a log of all hearing officer decisions and make that log available upon request of the Hearing Officer(s), prospective Complainants, or a prospective Complainant's representative.
 - D. The decision of the Hearing Officer(s) shall be enforced unless within 30 business days of said decision the CMHA Board of Commissioners determined that:
 - 1. The grievance does not concern CMHA action or failure to act in accordance with or involving the Complainant's Lease or CMHA regulation that adversely affect the Complainant's rights, duties, welfare, or status; or
 - 2. The decision of the Hearing Officer(s) is contrary to applicable Federal, State or Local law, HUD regulations, or requirements of the Annual Contributions Contract between HUD and CMHA.
- CMHA will notify the Complainant of any such determination.
- E. A decision by the Hearing Officer(s) or Board of Commissioners which denies the relief requested by the Complainant in whole or in part shall not limit in any way the Complainant's legal rights in any subsequent court proceeding or judicial review.

§12.10 REASONABLE ACCOMMODATION IN THE GRIEVANCE PROCESS

- A. CMHA will provide reasonable accommodations to persons with disabilities throughout the grievance process. This includes, but is not limited to, accommodating tenants with disabilities by accepting grievances at alternate sites or by mail, having CMHA staff reduce an oral request for a grievance to writing, for a tenant with a disability who cannot write due to his or her disability, and providing accommodations in the grievance hearing itself by providing qualified sign language interpreters, readers, accessible locations and attendants.



REQUEST FOR INFORMAL HEARING

I, the undersigned, hereby request an informal meeting to discuss the following complaint:

1. CAUSE OF COMPLAINT: (Specify grounds upon which grievance is based.)

2. ACTION REQUESTED:

I am available for this meeting on the following dates and times:

Date: _____	Time: _____ am/pm	Date: _____	Time: _____ am/pm;
Date: _____	Time: _____ am/pm	Date: _____	Time: _____ am/pm;
Date: _____	Time: _____ am/pm	Date: _____	Time: _____ am/pm;

Complainant: _____

Address: _____

Telephone Number: _____

Complainant's Representative (is applicable): _____

Representative's Address: _____

Representative's Telephone Number: _____

FOR OFFICE USE ONLY

On this _____ day of _____, 20____, I received from _____ an oral/written request for an informal hearing. A date-stamped copy of this request was given to the Complainant.

Name of Employee: _____

Signature of Employee: _____

Title: _____

Date: _____

Jeffery K. Patterson, Chief Executive Officer, Cuyahoga Metropolitan Housing Authority



REQUEST FOR FORMAL HEARING

I, the undersigned, hereby request an informal meeting to discuss the following complaint:

1. CAUSE OF COMPLAINT: (Specify grounds upon which grievance is based.)

2. ACTION REQUESTED:

I am available for this meeting on the following dates and times:

Date: _____	Time: _____ am/pm	Date: _____	Time: _____ am/pm;
Date: _____	Time: _____ am/pm	Date: _____	Time: _____ am/pm;
Date: _____	Time: _____ am/pm	Date: _____	Time: _____ am/pm;

Complainant: _____

Address: _____

Telephone Number: _____

Complainant's Representative (is applicable): _____

Representative's Address: _____

Representative's Telephone Number: _____

FOR OFFICE USE ONLY

On this _____ day of _____, 20____, I received from _____ a written request for a formal hearing. A date-stamped copy of this request was given to the Complainant.

Name of Employee: _____

Signature of Employee: _____

Title: _____

Date: _____

Jeffery K. Patterson, Chief Executive Officer, Cuyahoga Metropolitan Housing Authority

Section Thirteen

Effective Communication Policy

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Section 13: Effective Communication Policy

§13.01 Statement of Policy

- A. It is the policy of the Cuyahoga Metropolitan Housing Authority (CMHA) to ensure effective communication with applicants, residents, employees and members of the public. CMHA will ensure that interested persons, including persons with hearing, visual or cognitive disabilities, can obtain information concerning the existence and location of accessible services, activities, and facilities as effectively as persons without a disability.
- B. CMHA, including its employees, agents, contractors and private management companies/agents, shall furnish appropriate auxiliary aids and services, where necessary, to afford individuals with disabilities an equal opportunity to participate in, and enjoy the benefits of, the programs, services and activities conducted by CMHA.

§13.02 Auxiliary Aids and Services

- A. "Auxiliary aids and services" include, but are not limited to: qualified interpreters, note-takers, written materials, telephone handset amplifiers, hearing aid-compatible telephones, assistance filling out forms, taped texts, audio recordings, Braille materials or large print materials. Should an interpreter be necessary individuals are not required to provide and/ or pay for their own interpreter.

§13.03 Use of Auxiliary Aid or Service to Ensure Effective Communication

- A. When an auxiliary aid or service is required to ensure effective communication, CMHA will provide an opportunity for an individual with a disability to request the auxiliary aid or service of his or her choice. CMHA will give primary consideration to the choice expressed by the individual. "Primary consideration" means that CMHA will honor the choice, unless it can show that another equally effective means of communication is available; or, that use of the means chosen would result in a fundamental alteration in the nature of its service, program, or activity or in an undue financial and administrative burden.
- B. Where an auxiliary aid or service cannot be provided immediately, the individual will submit his/her request for auxiliary aids or services and reasonable accommodations to the property manager by completing the appropriate request form or via non- written method (verbally) to the property manager. If the request is made verbally to the property manager the property manager will complete the necessary request form and note on the form that the request was made verbally or through another non-written method.
- C. Upon request CMHA will provide forms and information in alternative formats in order to provide effective communication to persons with disabilities.
- D. In addition CMHA staff will ensure that all printed material distributed by CMHA contain information on available services, such as sign language interpreters, and information on the procedures for requesting available services.
- E. CMHA will provide full telephone accessibility to individuals with disabilities through the use of the Ohio Relay Service (800) 750-0750.

§13.04 Limited English Proficiency (LEP) Policy

- A. CMHA has implemented a Language Assistance Plan (LAP) consistent with the federal guidelines issued by HUD. The purpose of the LAP is to ensure that LEP persons can effectively participate in and benefit from the CMHA public housing program. LEP persons are defined as persons who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English.
- B. CMHA will use a four-factor analysis to determine the level of access needed for LEP individuals who speak a particular language. The four factors are:
 - 1. The number or proportion of LEP persons eligible to be served or likely encountered by the public housing program;
 - 2. The frequency with which LEP persons come into contact with the program;
 - 3. The nature and importance of the program, activity, or service provided by the program to people's lives; and
 - 4. The resources available to CMHA and costs.
- C. Balancing the four factors will result in meaningful access by LEP persons to critical services while not imposing undue burdens on CMHA, and allow CMHA to provide an appropriate level of language assistance.

§13.05 Limited English Proficiency (LEP) and Reasonable Accommodations/Modifications

- A. Limited English Proficient applicants and residents will have equal access to the Reasonable Accommodation/ Modification Process. CMHA will provide services to LEP persons consistent with the CMHA Language Assistance Plan (LAP):
 - 1. Bilingual staff
 - 2. Interpreting Services
 - 3. Translating Services
 - a. CMHA contracts with a professional translating and interpreting service. This ensures that interpreting services are available when bilingual staff members are not on duty, or when an LEP individual requires service in a language other than what staff interpreters are available to provide.
 - 4. Written notices to LEP applicant and residents
 - 5. Tag lines, indicating the availability of language assistance on vital documents
 - 6. Use of language identification or "I Speak" cards

7. Signs or posters placed in common areas and offices informing the public of LEP services
8. Referrals to community liaisons proficient in the language of LEP persons.

§13.06 Limited English Proficiency (LEP) and Application-Taking

- A. If the Applicant is Spanish-speaking and demonstrates the inability to understand the questions on the application form, CMHA will make reasonable efforts to provide a translator.
- B. Applications are only accepted on-line through the CMHA website, where it is also available in Spanish, except as noted in Section 1.10 of this ACOP.

Section Fourteen

Reasonable Accommodation/Modification Policy

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Section 14: Reasonable Accommodation and Modification Policy

§14.01 Statement of Policy

- A. The Cuyahoga Metropolitan Housing Authority (CMHA) is committed to making its housing and programs accessible to persons with disabilities. Since persons with disabilities may have special needs due to their disabilities, in some cases simply treating them exactly the same as others may not ensure that they have an equal opportunity to use and enjoy their home.
- B. If a person with a disability requires an accommodation or a modification such as an accessible feature or a change to a CMHA policy, CMHA will provide it unless doing so would result in a fundamental alteration in the nature of the program, pose an undue financial and administrative burden, or would be neither reasonable nor necessary. In such a case, CMHA will engage the person making the request in an interactive process in an attempt to make an alternative accommodation or modification that will not result in a financial and administrative burden or be either unreasonable or unnecessary.
- C. CMHA has a Section 504/ADA Manager and a Section 504/ADA Coordinator that serve across all programs to manage reasonable accommodation and modification requests, coordinate with the Reasonable Accommodation Committee, and ensure that approved accommodations and modifications are made.
- D. In order to assure an independent, consistent, and uniform process for evaluating reasonable accommodation and modification requests, a standing Reasonable Accommodation (RA) Committee reviews all reasonable accommodation and modification requests presented by the Section 504/ADA Coordinator and makes a determination on behalf of CMHA.

§14.02 Reasonable Accommodation(s) and Modification(s)

- A. An applicant or resident with a disability may request a reasonable accommodation or modification. A reasonable accommodation or modification is a change, modification, alteration, or adaptation in policy, procedure, practice, program, or facility that provides a qualified individual with a disability the opportunity to participate in, or benefit from, a program (housing or non-housing) or activity. Section One § 1.05 contains the definition of a disability for the purpose of determining if someone may obtain a reasonable accommodation.
- B. Under 24 CFR § 8.21(b), § 8.21(c) and 24 CFR § 8.24(a) (2), an accommodation or modification is not reasonable if it:
 - 1. Causes an undue financial and administrative burden; or
 - 2. Represents a fundamental alteration in the nature of the program of CMHA.

C. Examples of reasonable accommodations or modifications include, but are not limited to:

1. Making alterations to a CMHA unit to make it accessible so that it can be used by a family member with a mobility impairment;
2. Transferring a resident from a unit that cannot be made accessible to a unit that is accessible;
3. Widening the door of a community room or public restroom so a person with mobility impairment may use the facility;
4. Adding or altering unit or building features so they may be used by an applicant or a resident with a disability, including, but not limited to:
 - a. Installing strobe type flashing light smoke detectors in a unit for a family with a hearing impaired member;
 - b. Adding structural grab bars in the bathroom;
 - c. Changing the doorknobs to lever type door handles;
 - d. Modifying a kitchen to make it accessible;
 - e. Providing accessible kitchen appliances;
 - f. Installing a visual aid for necessary utilities;
 - g. Modifying a bathroom to make it accessible; and
 - h. Lowering the peephole on the door.
5. Offering programs and services at locations accessible to individuals with disabilities.
6. Making sure that CMHA processes are accessible to applicants and residents with sensory or cognitive impairments. Upon request, CMHA may make adjustments such as the following:
 - a. Having large type documents, Braille documents, cassettes, or a reader available to an applicant or resident with a vision or cognitive impairment during interviews or meetings with CMHA staff;
 - b. Making a sign language interpreter available to a qualified applicant or resident with a hearing impairment during interviews or meetings with CMHA staff; and

7. Permitting an applicant or a resident with a disability to be accompanied or represented by a family member, friend, or advocate at all meetings and interviews with CMHA if the individual desires such representation.
- D. The requirement to provide a reasonable accommodation or modification is intended to provide, for persons with disabilities, equal opportunity to enjoy and participate in all housing programs administered by CMHA through modification of policies, procedures, or structures. This policy is not intended to provide greater program benefits to persons with disabilities than to non-disabled residents, program participants, or applicants. It may mean, however, that persons with disabilities will sometimes be treated differently in order to ensure equal access to programs and services.
- E. The decision to approve or deny a request for a reasonable accommodation or modification is made on a case-by-case basis and takes into consideration the disability, the disability-related needs of the individual, as well as the nature of the program or activity in which the individual seeks to participate.

§14.03 Request for Reasonable Accommodation(s) and Modification(s)

- A. Information and documentation regarding the policy of reasonable accommodations and modifications will be given to applicants, residents, and program participants during the admission and recertification process and upon request.
- B. Reasonable Accommodation and Modification (RA/RM) requests may be made orally or in writing. All RA/RM requests are to be forwarded to the Section 504/ADA Team consisting of the Section 504/ADA Manager with support from the Section 504/ADA Coordinator. The Section 504/ADA Team operates as part of the Office of Legal Affairs/Risk Management. The Team will work directly with the person making the request for accommodation/modification and the Reasonable Accommodation Committee.

§14.04 Approval/ Denial of Reasonable Accommodation and Modification Requests

- A. Requests for reasonable accommodations or modifications will be reviewed and evaluated using the following factors:
 1. if the person is a person with a disability and;
 2. if there is a disability-related need for the requested accommodation or modification; and
 3. if the request is reasonable as defined in §14.02B; and
 4. does not constitute a fundamental alteration to a housing program or pose an undue financial and administrative burden.

- B. The request will be denied where the person is not a person with a disability, there is no disability-related need for the requested accommodation or modification, the requested accommodation or modification constitutes a fundamental alteration to a housing program, or the request poses an undue financial and administrative burden, and there are no other appropriate solutions..
- C. CMHA will provide a written decision to the person requesting the reasonable accommodation or reasonable modification.
- D. If the reasonable accommodation or reasonable modification request was initially denied by CMHA's Reasonable Accommodation Committee, the resident may request a formal review within 10 business days of the date of CMHA's written determination.
- E. The formal review will be heard by the Hearing Officer(s), who are appointed by the Chief Executive Officer or the Chief Operating Officer in accordance with §12.06 of the ACOP.

§14.05 Transfer Due to Reasonable Accommodation

- A. CMHA will be required to pay the reasonable moving-related expenses for residents with disabilities who require a transfer to another CMHA development as a reasonable accommodation and will reimburse residents for reasonable moving-related expenses if the residents previously incurred moving expenses to transfer to an UFAS-Accessible Unit as a reasonable accommodation.
- B. CMHA will also pay the reasonable moving-related expenses for residents without disabilities who occupy a UFAS-Accessible Unit and are required to transfer to a vacant, non-accessible unit upon notice by CMHA that there is an eligible, qualified resident or applicant with a disability who requires the accessibility features of the resident's unit.

§14.06 Requests for Emergency Reasonable Accommodations and Modifications

- A. If a person with a disability requires an immediate accommodation in order to use or enjoy their housing or access our programs, employees must treat the situation as an emergency and respond appropriately. If it is after hours and a person cannot access CMHA housing because of a disability that is either apparent or known, employees must give the person special attention and swift action should be taken to remove the barrier or condition at once.
- B. Requests for accommodations/modifications are considered an emergency when a serious, unexpected, or dangerous condition requires immediate action in order for a person with a disability to use or enjoy CMHA's housing or programs.
- C. If a person's disability is obvious or known, and if the need for the requested accommodation/modification is also readily apparent or known, the person cannot be

asked to complete forms or to provide any additional information about the need for the accommodation/modification.

- D. Where CMHA denies a person's request for an emergency reasonable accommodation/modification, the person is entitled to an expedited appeal.